

REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING AND ENVIRONMENTAL
TECHNICAL ASSISTANCE
TO
SUPPORT THE ENERGY FACILITY PLANNING
AND LICENSING PROGRAM



RFQ #700-02-701

www.energy.ca.gov/contracts
State of California
California Energy Commission
February 2003

Table of Contents

SECTION I – INTRODUCTION

Background Summary.....	1
What is the Purpose of This RFQ?.....	1
How is This RFQ Organized?.....	1
What is the Context of This RFQ?.....	1
What are the Specific Areas of Emphasis?.....	2
Will There Be Multiple Contracts Awarded?	2
How Much Funding is Available?.....	2
Is Work Guaranteed?	3
How Do I Respond to This RFQ?.....	3
What are the Key Activities and Dates?	3
What Qualifications are Necessary to Respond to This RFQ?.....	3
What About Conflict of Interest Requirements?.....	4
How Can I Obtain Further Information?.....	5
Who Do I Contact?	5
What are my Responsibilities for Submitting a Statement of Qualifications?.....	6

SECTION II – ADMINISTRATIVE INFORMATION

About this Section.....	7
What is An RFQ?.....	7
How Are Key Words Defined?.....	7
Is Confidential Information allowed in my S.O.Q.?.....	8
Does a Small Business Business Preference apply to this RFQ?.....	8
Are There Important Selection Process Steps?.....	8
What is the Deadline for Submitting SOQs?.....	8
How Do I Deliver My SOQ?.....	9
Where Do I Deliver My SOQ?.....	9
How Many Copies Do I Submit?.....	9
How is Conflict of Interest Handled?.....	9
Are There Important Administrative Details I Should Know?.....	10
Can The Commission Cancel This RFQ?.....	11
Can The Commission Amend This RFQ?.....	11
What Are the Contract Requirements?.....	11
What If I Decide to Modify or Withdraw My SOQ?.....	12
Can I Use Sub-Contractors?.....	12
How Do I Know If I've Been Awarded A Contract?.....	13
What Happens To My Documents?.....	13
Commission Issued RFQ.....	13
When is the Deadline for Questions About the RFQ?.....	13
Nondiscrimination Certification.....	13
Statement of Compliance.....	14
Bidder's Admonishment.....	14
On What Grounds Would My SOQ Be Rejected?.....	14

SECTION III – SOQ FORMAT AND REQUIRED DOCUMENTS

About This Section.....	15
How Many Copies of My SOQ Do I Submit?.....	15
Pricing/Rates Information.....	15
What is the Required Format?.....	15
Bidder's Responsibility.....	16
Volume 1, Administrative Response.....	16
Cover Letter.....	16
Table of Contents.....	16
Required Administrative Forms.....	16
Volume 2, Technical Response.....	17
Qualifications Summary.....	17
Team Relationship.....	17
Team Members.....	17
Approach to Tasks in Work Statement.....	17
Prime Contractor's Qualifications.....	17
Company/Team Organization.....	18
Prime Contractor's Proposed Personnel & Resumes.....	18
Team Member Qualifications.....	19
Analytical Tools.....	19
Cost Minimization.....	19
References.....	20
Examples of Prior Work.....	20
Statement of Conflict of Interest.....	20

SECTION IV – PROJECT BACKGROUND

What is the Energy Facility Siting Program?.....	21
What is the Energy Commission's Siting Process?.....	21
What is the AFC Project Team?.....	22
What is AFC Review?.....	22
What Technical Areas are Reviewed?.....	22
What Energy Planning Assistance is Being Sought by the Commission?.....	22
What Additional Assistance is Being Sought by the Commission?.....	23

SECTION V – WORK STATEMENT

About this Section.....	24
Primary Tasks.....	24
Work Performance.....	24
Specific Tasks.....	24
Task 1 – Contract Management and Administrative Duties.....	26
Task 2 – Maintenance of Compliance Data Base.....	27
Task 3 – Data Adequacy Assessment (Applies to NOI and AFC Only).....	27
Task 4 – Discovery.....	28
Task 5 – Analysis.....	28
Task 6 – Hearings/Decisions.....	29
Electricity Planning to Support the Regulatory Program.....	30

Transmission System Engineering Planning to Support the Regulatory Program.....	31
Natural Gas Planning to Support the Regulatory Program.....	32
Siting Trends and Policies to Support the Regulatory Program.....	32
Work Authorizations	33
Work Guarantee.....	33
Deliverables and Due Dates	33

SECTION VI – QUALIFICATIONS EVALUATION

What are the Evaluation Stages?	36
How will SOQ's be Ranked?.....	36
What are the Negotiation Rules?.....	36
How Will My Statement of Qualifications be Scored?	37
Potential for Conflicts of Interest Affecting Availability	37

Exhibits

- A Technical Evaluation Criteria
- B Sample W.A.
- C Technical Descriptions
- D Siting Projects

Attachments

- 1 Contractor Status Form
 - 2.1 DVBE Certification Instructions
 - 2.2 Prime Bidder Certification
 - 2.3 DVBE Participation List Form
 - 2.4 Documentation of Good Faith Effort
- 3. Certification Clauses
- 4. Customer References
- 5. Sample Standard Agreement with
 - 5(a) Sample Work Statement Form
 - 5(b) Sample Budget
 - 5(c) General Terms & Conditions
 - 5(d) Special Terms & Conditions
 - 5(e) Additional Provisions
 - 5(f) Sample Representatives Form
- 6. Map to Southern California Air Quality Management District
For Second Pre-Bid Conference

REQUEST FOR QUALIFICATIONS

I. Introduction

Background Summary

Developers interested in constructing and operating a thermal power plant, associated transmission lines, and related energy facilities in California must file an Application for Certification (AFC) with the California Energy Commission (Commission). The Commission conducts a comprehensive review that satisfies the requirements of the California Environmental Quality Act (CEQA). In addition, the Commission's review encompasses engineering aspects of the proposed energy facility, and the reliability of the state's transmission system as affected by the proposed project. The Commission also conducts energy planning studies involving the electric generation system, the electric transmission system, the natural gas supply system for California, and siting trends and policies.

What is the Purpose of this RFQ?

The purpose of this Request for Qualifications (RFQ) is to retain an experienced full-service firm to provide technical assistance to Commission staff when they review requests from developers to construct energy facilities and to provide technical assistance in energy planning studies. The winning Bidder on this RFQ will assist the Commission staff with the AFC review when the workload exceeds the Commission staff's base load capacity to handle its workload in a timely manner or when the Commission staff needs specialized expertise. The winning Bidder will also assist Commission staff when it conducts energy planning studies. This RFQ will be used to select either a single firm capable of providing all the needed expertise or a team of firms headed by a Prime Contractor who together with its subcontractors are capable of providing the needed expertise.

How is this RFQ Organized?

This Request for Qualifications is organized into the following sections:

Section I provides a summary and administrative overview of the RFQ Requirements.
Section II provides administrative detail including legal requirements of the RFQ.
Section III explains in detail the format, documents and technical expertise needed to submit a successful proposal.

Section IV explains the program background.

Section V explains the work to be accomplished.

Section VI explains the evaluation process.

What is the Context of This RFQ?

This RFQ is intended to solicit a Prime Contractor and consultant team to assist Commission staff when reviewing siting and assessment work related to energy facilities in

California. The siting and assessment programs are described in Section IV, Project Background. The Prime Contractor and consultant team will work with staff in several manners:

1. The Prime Contractor and team members may provide expert assistance to Commission technical staff to assist in the preparation of analysis and testimony.
2. The Prime Contractor and team members may provide complete analysis and testimony on a project, reporting to the appropriate technical staff for quality control and the Commission staff's Project Manager for overall direction.
3. The Prime Contractor and team members may provide complete analysis and testimony in all technical areas, including the preparation of the appropriate documents, reporting to the appropriate technical staff supervisor for quality control and the Commission staff's Project Manager for overall direction.
4. The Prime Contractor and team members may provide all the products and services, including all technical analysis, reports, project management, and administrative support, reporting to the Commission staff's management for quality control and overall project direction.
5. The Prime Contractor and team members may provide data, analysis, modeling results, and reports dealing with energy planning issues directly to the Commission planning staff for their use in reports and recommendations to decision makers.

What Are the Specific Areas of Emphasis?

This RFQ is soliciting one (1) Prime Contractor and consultant team that can address environmental and engineering technical areas and energy planning areas. Potential contractors are also required to provide the following functions in addition to analysis in each specialty area:

- Project Management Services
- Administrative Services

A Bidder should submit a proposal that addresses all environmental , engineering, and planning areas and indicate if they are the sole firm to provide these services or if they are the Prime Contractor who will head a team of subcontractor firms.

Will There Be Multiple Contracts Awarded?

No. The Energy Commission will award one (1) contract based on technical evaluation and expertise under this RFQ.

How Much Funding is Available?

There is a maximum total of up to \$20.0 million available to fund a contract resulting from this RFQ. The contract will be let up to the entire amount of \$20.0 million.

This is an hourly rate plus cost reimbursement RFQ with a ceiling on the total contract amount. The Commission reserves the right to increase or decrease the amount of the contract as needed to meet budget or program requirements.

Is Work Guaranteed?

No. The Commission does not guarantee any minimum amount of work under the RFQ. The Commission estimates that it might need \$20.0 million in contract funds over 3 years to complete the workload that staff is not able to conduct. This estimate does not include AFCs that may be filed in the third year of this contract and continue past the contract term. The contract will be let for a three-year term, and the Commission does not have any reliable estimates for needed work in the second and third years. Future funding for this contract is contingent upon the Commission receiving budgetary approval in subsequent years. The Commission has adequate funds to initiate work under this contract for the first year.

How Do I Respond To This RFQ?

Responses to this solicitation will be in the form of a Statement of Qualifications (SOQ) according to the format described in Section III, mandatory interviews and negotiated cost. The SOQ shall document the Bidder's qualifications to perform the tasks described in the Work Statement found in Section V.

What Are The Key Activities and Dates?

Key activities and times for this RFQ are presented below:

ACTIVITY	ACTION DATE
RFQ Release	February 10, 2003
Deadline for Written Questions	March 4, 2003
Pre-bid Conference (Sacramento)	March 3, 2003
Pre-bid Conference (Diamond Bar)	March 4, 2003
Distribute Questions/Answers and Addenda (if any) to RFQ	March 17, 2003
Deadline to Submit SOQ	April 1, 2003
Oral Interviews	April 21, 22, 2003
Notice of Selection	May 6, 2003
Negotiations	May 13 – 21, 2003
Notice of Award	May 22, 2003
Commission Business Meeting	June 11, 2003
Contract Start Date	June 30, 2003
Contract End Date	March 30, 2006

What Qualifications Are Necessary To Respond to This RFQ?

The Commission is seeking a team of consultants led by a Prime Contractor. The Prime and the team can be from the same pre-existing organization, such as a full service consultant firm, or they can be from separate organizations (or self-employed) and form a partnership that can successfully work together for the purposes of this RFQ. The prime and its team must demonstrate that they can:

1. Manage the work of all team members effectively during the contract term.
2. Interact with the Commission's Contract Manager, Siting Project Manager, planning area leads, and technical staff professionally and efficiently.
3. Understand and satisfy and Commission's administrative process efficiently.
4. Respond to the identified workload in a timely manner.
5. Consistently meet all product and event deadlines.
6. Provide competent and qualified experts in all technical and administrative areas identified in this RFQ and that may be needed in the future.
7. Meet the terms of the contract in a cost-competitive manner.
8. Do not have a conflict of interest for the siting-related work.

What About Conflict of Interest Requirements?

For the purposes of this contract, the Commission will be applying two different sets of conflict of interest requirements.

A. Siting-related Work: The Commission has determined that it is inappropriate for it to contract with a team that is also working for an energy facility developer who is submitting an application to the Commission. Please see the specific conflict of interest language in Section II, Administrative Information and Standard Agreement, Attach. 5E, Par. 4.

B. Planning-related Work: The Commission has determined that the assistance it needs in the planning area is advisory only and further removed from the regulatory decision making process than the assistance it receives in the siting area. Therefore, the specific conflict of interest language in Section II and Attachment 5E, Par. 4 do not apply to firms who provide assistance in the planning areas only. However, please be advised that while a subcontractor can assist the Commission in the planning area and violate the site related conflict of interest requirements, that same subcontractor must ensure that none of its members work for the Commission in the siting area.

All firms selected for the Siting Area will also be responsible for having their members who actually do the work comply with the State of California's Fair Political Practices Commission Economic Interest Requirements. The Commission will hold the Prime Contractor responsible for enforcing these requirements with its employees and also hold the chief executive officer (or equivalent) of each firm on the team responsible for enforcing these requirements with its employees.

See the following pages for further Conflict of Interest information:

Section II, page 9
Section II, page 14
Section III, page 16
Section III, page 20
Section VI, page 36
Exhibit A
Attachment 5-E, Par. 4

How Can I Obtain Further Information?

Two Pre-Bid Conferences will be held to answer questions. Please call (916) 654-4392 to confirm date, time, and location, or refer to the Commission's Web Site at www.energy.ca.gov/contracts, Prospective Bidders are encouraged to attend either of the meetings to be held on:

March 3, 2003
10:00 a.m. to 12:00 Noon
Commission Hearing Room A
1516 Ninth Street
Sacramento, CA 95814

March 4, 2003
~~**10:00 a.m. to 12:00 Noon**~~ **11 a.m. to 1 p.m.**
South Coast Air Quality Management
District
Diamond Bar, CA 91765
(See attached map)

At the option of the Commission, questions posed during the informational meeting may be answered either orally or in writing.

Who Do I Contact?

This RFQ is available through the Commission's Web Site at <http://www.energy.ca.gov/facilitylicensing>. Questions or clarifications about this RFQ should be directed to:

SANDRA BARNETT, CONTRACT OFFICER
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, CA 95814
Telephone: (916) 654-5186
FAX: (916) 654-4423

Verbal Communication

Any verbal communication with a Commission employee concerning this RFQ is not binding on the State and shall in no way alter a specification, term, or condition of the RFQ. Therefore, all communication should be directed to the Commission's Contract Officer assigned to the RFQ.

What Are My Responsibilities For Submitting A Statement of Qualifications?

- Bidders must take the responsibility to:
- Carefully read this entire RFQ.
- Ask the appropriate questions in a timely manner.
- Submit all required responses in a complete manner by the required date and time.
- Make sure that all procedures and requirements of the RFQ are followed and appropriately addressed.
- Carefully reread the entire RFQ before submitting a proposal.

II. Administrative Information

About This Section

This section provides Bidders details in submitting a successful Statement Of Qualifications (SOQ), including definitions of important terms, sources of information, submitting the proposal, confidential information, grounds for rejecting a proposal, and other administrative details.

What Is An RFQ?

The competitive method used for this procurement of services is a Request for Qualifications (RFQ). A SOQ submitted in response will be scored and ranked based on the criteria in Section VI. Every SOQ must establish in writing the Bidder's ability to perform the RFQ's tasks stated in Section V. The Commission will conduct mandatory interviews and negotiate a contract with the best-qualified Bidder at compensation the Commission determines to be fair and reasonable.

How Are Key Words Defined?

Important definitions for this RFQ are presented below.

AFC: Application for Certification

Bidder: Respondent to this RFQ

Commission: California Energy Commission

Consultant/Contractor: Bidder who enters into a contract with the Commission.

Contract: The agreement signed by all parties and approved by Department of General Services. A contract is defined in the Public Contracts Code as an agreement or joint development agreement to provide labor, services, material, supplies, or equipment in the performance of a contract awarded for or on behalf of the State of California.

Contract Budget: The proposed Commission-reimbursable expenditures for that portion of the project covered by the contract period.

Contract Term: The time duration of the contract between the Commission and the Contractor. The project may coincide with, or extend beyond, the contract term. However, all Commission reimbursed and matched activities must occur during the contract term.

DGS: Department of General Services

FSA: Final Staff Assessment

NOI: Notice of Intention

PMPD: Presiding Members Proposed Decision

PSA: Preliminary Staff Assessment

RFQ: Request for Qualifications – this entire document.

SPPE: Small Power Plant Exemption

SOQ: Statement of Qualifications. Formal written response to this document.

Is Confidential Information Allowed in my S.O.Q.?

No. Your S.O.Q. will be rejected if it contains confidential information.

Does a Small Business Preference Apply to this RFQ?

No.

Are There Important Selection Process Steps?

Interviews

Interviews will be conducted during the Evaluation Process for this RFQ. Bidders should anticipate travel to the Energy Commission Headquarters. Interview dates are tentatively set for April 21 & 22, 2003.

Notice of Selection

Subsequent to the SOQ evaluations, the Commission will post a "Notice of Selection" on May 6, 2003, after 12:00 noon at:

California Energy Commission
Contracts Office
1516 Ninth Street, MS-18
Sacramento, CA 95814

Negotiations

Pursuant to Title 20, CCR, Section 2565 and Public Contract Code (PCC) 6106, within 14 days after posting the Notice of Selection, the Commission will begin negotiations with the top three ranked Bidders for an acceptable fee (hourly rates). The top ranked Bidder will be required to submit a list of contractor rates after written notification of selection. If negotiations with the top ranked Bidder fails, the Commission will enter into negotiations with the next highest Bidder, and so on. If negotiations with the top three ranked Bidders fail, negotiation will be entered into with the next three highest ranked Bidders, and so on.

What is The Deadline For Submitting SOQs?

All copies of your proposal must be delivered to the Commission Contract Office by April 1, 2003.

NOTE

The Commission will **not** accept late proposals (delivered after 5:00 P.M.). There are no exceptions.

\

How Do I Deliver My SOQ?

A Bidder may deliver an SOQ by:

- U.S. Mail,
- in person, or
- messenger service.

All SOQs must be **delivered** to the Commission's Contract Office by 5:00 P.M. April 1, 2003. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 P.M. on April 1, 2003, must be made during normal business hours of 8:00 A.M. – 5:00 P.M., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

Where Do I Deliver My SOQ?

CALIFORNIA ENERGY COMMISSION
1516 NINTH STREET
CONTRACTS OFFICE, MS-18
SACRAMENTO, CA 95814

How MANY COPIES Do I SUBMIT?

Each Bidder must mail or deliver an original SOQ and seven (7) copies to the address given in Section I, "Who Do I Contact?" The Bidder must submit the original and copies in a sealed envelope labeled "Statement of Qualifications, For Engineering and Environmental Technical Assistance To Support The Energy Facility Planning And Licensing Program, RFQ # 700-02-701".

How is Conflict of Interest Handled?

In order to ensure objectivity during the Commission's public, open, and objective licensing process, the Prime Contractor and all team members assigned to the siting related work must be free of conflicts of interest created by their involvement with developers of energy facilities in California. Specifically, a consultant is not eligible to work on the siting portions if they are currently employed by a developer (or any of its agents) who is currently seeking a license from the Commission for an energy facility, or by a developer (or any of its agents) that is preparing to seek a license from the Commission.

Since Commission staff is an independent party to the Commission's energy facility siting proceedings, a conflict of interest that could be created by the Commission's consultants also working for any energy facility developer (directly or indirectly) involved in facility siting proceedings must be avoided. Consultants assigned to the siting related work will be acting in place of staff during these proceedings and must adhere to the same conflict of interest standards as staff.

The Commission does not consider a conflict of interest to exist if a consultant is employed by such a developer after the term of the contract expires, provided that negotiations or any arrangements concerning employment with the developer do not occur during the term of the contract. See also Attachment 5E, Standard Terms and Conditions.

Rule 1: Eligibility

A consultant is not eligible if they are currently employed by a developer (or any of its agents) who is currently seeking a license from the Commission for an energy facility, or by a developer (or any of its agents) that is preparing to seek a license from the Commission.

In the context of the above rule, a developer means the business entity that is responsible for filing the application and all of its parent companies and subsidiaries. An application means an Application for Certification, a Small Power Plant Exemption, and a Notice of Intention from all developers who file with the Commission.

This rule is used to determine if the Bidder is eligible to sign a contract with the Commission for the purposes of this RFQ. This rule will also be incorporated into the contract to prohibit the contractor during the term of the contract from working for a developer (or any of its agents) who is seeking an energy facility license from the Commission or preparing an application for one.

This rule ensures that the Contractor's objectivity is not biased by its financial ties to a developer. The intent is to avoid any inconsistent or unfair review of one application as compared to another application.

Rule 2: Availability

During the term of the contract, the Contractor will not be requested or allowed to review an application involving a project on which the Contractor had previously worked. During the term of the contract, the Contractor will also not be requested or allowed to review an application from a developer for whom the Contractor has worked within the twelve months prior to the start of review.

This rule is used to determine which projects the Contractor will be assigned to work on. This rule ensures that the Contractor will not be allowed to review its own previous work. While this rule does not prohibit the Commission from signing a contract with the Bidder, it affects the usefulness of the Bidder to work for the Commission.

If the Bidder has previously worked for all current developers, it is eligible to be considered for a contract but will be unavailable to work for the Commission on current applications and not able to meet the immediate contractual needs of the Commission as described in this RFQ. A Bidder who, instead, has worked for only one or two developers will be given greater consideration in the evaluation process than another who previously worked for several developers on applications before the Commission.

Are There Important Administrative Details I should Know?

Disabled Veteran Enterprises

This contract is subject to a participation goal of three percent (3%) certified California Disabled Veteran Business Enterprises as set forth in Public Contract Code Sections 10115, et seq. See Attachments 2.1-2.4.

Bidder's Cost

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

Drug-Free Workplace

The successful Bidder, by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

Americans with Disabilities Act

The successful Bidder, by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Recycle Paper and Products

The successful Bidder shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Public Contract Code Sections 12161 and 12200. The successful Bidder may certify that the product contains zero recycled content. (PCC § 10308.5).

Can The Commission Cancel This RFQ?

Yes, if it is in the State's best interests, the Commission reserves the right to do any of the following:

- Cancel this RFQ,
- Amend this RFQ as needed, or
- Reject any or all Statement(s) of Qualifications received in response to this RFQ

Can The Commission Amend This RFQ?

Addendum

If the RFQ must be amended, the Commission will mail a formal written addendum to all parties who requested in writing, the RFQ and also post it on the Commission's Web Site: www.energy.ca.gov/contracts and Department of General Services' Web Site: www.dgs.ca.gov/cscr.

What Are The Contract Requirements?

Term of the Contract

The contract will be effective up to three years beginning from the commencement of the contract term.

RFQ in Final Contract

The content of this RFQ will be incorporated by reference into the final contract.

Contract Cancellation

The Commission reserves the right to terminate any contract awarded through this RFQ by providing a 30-day notice to the successful Bidder.

Contract Amendment

The contract executed as a result of this RFQ will be able to be awarded by mutual consent of the State and Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding.

No Contract Until Signed & Approved

No agreement between the Commission and the successful Bidder is in effect until the contract, signed by the Contractor, has been approved at a Commission Business Meeting and, if over \$75,000, approved by the Department of General Services, Legal Services.

Audit

The Bureau of State Audits may audit a contract awarded under this RFQ for a period of three years after the final payment or termination of the contract.

Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who have obtained an RFQ, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

What if I Decide to Modify Or Withdraw My SOQ?

Withdrawal/Modification

A Bidder may, by letter to the Contact Person, withdraw or modify a submitted proposal before April 1, 2003. Proposals cannot be changed after that date and time.

Immaterial Defect

The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

Can I Use Sub-Contractors?

Yes. If a Bidder intends to use subcontractors to conduct any of the work described in the proposal, the Bidder must identify the subcontractor(s) in its proposal. The Bidder must provide a summary of each subcontractor's qualifications, experience and duties that would be performed under the Work Statement found in Section V. This summary should contain the information requested in, and format required by, Section III.

If new Subcontractors are hired or added after the contract is signed, the Contractor shall submit proposed subcontractor contracts to the Commission for review and approval. At the same time, the Contractor shall provide the Commission with updated Disabled Veteran

Owned Business Enterprise forms. The Contractor is responsible for the quality of all subcontractor work, and the Commission will assign all work to the Contractor.

How Do I Know If I've Been Awarded A Contract?

Subsequent to the SOQ evaluations, the Commission will post a "Notice of Selection" at the Commission's headquarters in Sacramento, and on the Commission's Web Site, on or about May 6, 2003, after 12:00 P.M. at:

California Energy Commission
Contracts Office
1516 Ninth Street, MS-18
Sacramento, CA 95814

What Happens to My Documents?

On the submission date, all SOQs and related material submitted in response to this RFQ become the property of the State. After the Notice of Selection is posted, all SOQs and related materials become public records.

Commission Issued RFQ

The California Energy Commission has issued this RFQ on behalf of the State of California. The Commission is the sole point of contact concerning this RFQ. The Contact Person for questions is:

SANDRA BARNETT, CONTRACT OFFICER
Telephone: (916) 654-5186
FAX: (916) 654-4423

When is The Deadline For Questions about the RFQ?

Potential Bidders may ask questions about the requirements of this RFQ. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFQ. **The deadline for written questions is March 4, 2003.**

Nondiscrimination Certification

Nondiscrimination Certification – Any bid, proposal, or offer for a contract which is submitted by a contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be nonresponsive. Refer to the California Notice Register for a list of decertified contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

Statement of Compliance

All employers who are, or wish to become, contractors with the State must develop and implement a nondiscrimination program as defined in Title 2, CCR Section 8104; unless specifically exempted pursuant to Title 2, CCR Section 8115, which includes contracts under \$5,000 and contracts with licensed rehabilitation workshops. See Government Code Section 12900 et seq, and Title 2, CCR Section 8103.

Bidder's Admonishment

This RFQ contains the instructions governing the requirements for a firm quotation to be submitted by interested bidders, the format in which the statement of qualifications information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities.

On What Grounds Would My SOQ Be Rejected?

A Statement of Qualifications shall be rejected if:

- It is received after the exact time and date set for receipt of SOQs.
- It is considered nonresponsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking a properly executed Certification Clause(s), Attachment 3.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- If the SOQ is intended to erroneously and fallaciously mislead the State in its evaluation of the SOQ and the attribute, condition, or capability is a requirement of this RFQ.
- There is a conflict of interest as contained in Public Contract Code Sections 10410, 10411, or any other conflict of interest law or eligibility conflict interest rules in this RFQ.
- It contains confidential information.

A Statement of Qualifications may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple qualifications for each task.
- It does not literally comply or contains caveats that conflict with the RFQ and the variation or deviation is not material, or it is otherwise nonresponsive.

III. SOQ Format and Required Documents

About This Section

This section provides Bidders with information about how to prepare a Statement of Qualifications (SOQ) in response to this RFQ. Bidders must follow all SOQ format instructions, answer all questions, and supply all requested data.

The Commission may reject any SOQ that fails to comply with the items presented in this section.

How Many Copies of My SOQ Do I Submit?

Each Bidder must mail or deliver an **original SOQ and seven (7) spiral-bound copies** to the address given in Section 1, "Who do I Contact?" The Bidder must submit the original and copies in a sealed envelope labeled "Statement of Qualifications For Engineering and Environmental Technical Assistance To Support The Energy Facility Planning And Licensing Program, RFQ #700-02-701."

Pricing/Rates Information

Do not submit any price quotes or bids in your SOQ, since this will be negotiated with the top rated bidder.

What Is The Required Format?

The following topics constitute the **mandatory order of presentation for an SOQ**. Provide one original and seven (7) spiral-bound copies. Two-sided copying is preferred:

VOLUME 1 - Administrative & Technical Response

- Cover Letter
- Table of Contents
- Required Forms
 - ✓ Contractor Status Form, Attachment 1
 - ✓ Completed Disabled Veteran Business Enterprise Forms, Attachment 2.1-2.4
 - ✓ Certification Clauses , Attachment 3

VOLUME 2 - Technical Response

- Proposed Qualifications Summary
- Approach to Tasks in Work Statement
- Prime Contractor Qualifications
- Description of Organization
- Team Member Qualifications
- Proposed Personnel Resumes
- Analytical Tools
- References, Attachment 4
- Example(s) of Prior Work

- Statement of Potential Conflicts

Bidder's Responsibility

It is the Bidder's responsibility to review Grounds For Rejection and Conflict of Interest, pages 8 and 3 respectively.

VOLUME 1, ADMINISTRATIVE RESPONSE

Cover Letter

Each Bidder shall submit a cover letter on company letterhead that includes:

A reference to: "REQUEST FOR QUALIFICATIONS, No. 700-02-701".

Summary of the Bidder's ability to perform the services described in the Work Statement.

Statement that the Bidder is willing to perform those services and enter into a contract with the State.

The cover letter must be signed by a person having the authority to commit the bidder to contract.

Table of Contents

Each SOQ must include a Table of Contents, organized in the order cited above and with corresponding page numbers.

Required Administrative Forms

Every Bidder must complete and include the following forms with their proposal:

1. Contractor Status Form, Attachment 1
2. Disabled Veteran Business Enterprise (DVBE) forms in Attachment 2.2-2.4. (Bidders who qualify as government entities are exempt from this requirement).

A Short Explanation of the DVBE Process – If you are a non-governmental entity, you must have either three percent DBVE participation, **or** you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided with each DVBE form. The DVBE compliance process is as follows:

- ✓ *If you are proposing to meet the three percent participation goals, complete and submit Attachment 2.2, Attachment 2.3, and a copy(ies) of the DVBE certification letter(s) from the Office of Small Business an DVBE Certification OSDC..*
- ✓ *If you are proposing to partially meet the participation goals, complete and submit Attachment 2.2, Attachment 2.3, and attach a copy(ies) of the DVBE certification letter(s) from OSDC, as well as Attachment 2.4 to demonstrate the good faith effort*

you performed to meet full participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.

- ✓ *If you have no DVBE participation in your proposal, you must complete and submit Attachment 2.4 to demonstrate the good faith effort you performed in your attempt to meet participation. Your good faith effort must include advertising, which is explained on the reverse of Attachment 2.4.*
 - ✓ *If you or a subcontractor has applied for DVBE certification, complete the appropriate Attachments as explained above, and include a copy of the application.*
3. Certification Clauses, Attachment 3.

VOLUME 2, TECHNICAL RESPONSE

Qualifications Summary

Summarize the Prime Contractor's overall approach in completing the tasks outlined in the Work Statement, highlighting any outstanding features and qualifications.

Team Relationship

Describe the relationship between your company and other firms on your team, if applicable. Indicate any history of a working relationship between the team members noting any significant success stories.

Team Members

Provide a short description of each firm and key members on the team, and highlight any specialized facility permitting and energy planning expertise available that is applicable to the tasks outlined in the Work Statement.

Approach To Tasks in Work Statement

Describe the Prime Contractor's and key team members' approach to providing services listed in the Work Statement, highlighting outstanding features, qualifications, and experience, including project management and energy planning.

Prime Contractor's Qualifications

Document the Prime Contractor's qualifications as they apply to performing the tasks described in the Work Statement. Describe the nature and quality of recently completed work, such as environmental analysis and impact resolution, engineering and design, project and construction management, and energy planning in the generation system, transmission system, natural gas system, and siting trends, and how its expertise will be used. Identify client references for these projects, include title and telephone number of

individual contacts. Describe the Bidder's experience in reviewing and analysis of AFCs, Environmental impact Reports, Environmental Impact Statements, and energy modeling/planning studies. Describe Prime Contractor's ability and approach to the following situations:

1. The Commission's Contract Manager will be able to provide at least two (2) weeks notice that a significant work effort will be required and the Contractor will need to assemble an effective and trained team during that period;
2. The Contractor may need to provide individual experts to handle specific issues with only two (2) days notice;
3. The Contractor should be able to return telephone calls and e-mails from the Commission's Contract Manager and provide an initial response within four (4) hours;
4. The Contractor and all team members should be able to meet the agreed to product deadlines on the day they are due;
5. The Contractor should be able to provide quality assurance for all team member products; and
6. The Contractor and all team members should be able to work effectively with the Commission's staff, Siting Committee, Hearing Advisors, and members of the public.

Company/Team Organizations

1. Describe the organizational structure of the prime contractor team members, including an organizational chart; provide the same for all firms and key members on the team.
2. Describe reliability, continuity, professional awards, headquarters of the prime contractor, and team members. Include type of organization, composition, and functions to be performed by staff members of the prime contractor or team members and how they pertain to this contract.
3. Identify a primary contact person for the Commission Contract Manager. This person should attend the oral interview session.
4. Describe any technical capabilities that would facilitate communicating with the Commission (e.g., internet capability and electronic reports).
5. Describe team members' expertise and how it will be used to provide the technical support.

Prime Contractor's Proposed Personnel & resumes

1. Identify and list all prime contractor staff who will be committed to the tasks and describe their roles.
2. Describe job classification, relevant experience, education, academic degrees and professional licenses of these technical staff members.
3. Provide a current resume for all personnel listed and identify the percentage of time each staff person will be available throughout the contract.

4. Describe their familiarity with the administration, management, and technical expertise in performing pertinent tasks identified in the Work Statement.
5. Describe where Prime Contractor's office(s) are located and proposed methods of minimize costs to the State.

Team Member Qualifications

1. Provide a current resume and identify all team members who will be committed to the tasks and the percentage of time each will be used throughout the contract.
2. Describe team member(s) education and experience in performing work within the past 48 months relative to the primary tasks outlined in the Work Statement.
3. Describe where team member(s) are located and proposed methods to minimize travel and per diem and training costs to the State.

Analytical Tools

Describe what type of computers and/or analytical tools will be used to accomplish the tasks listed in the Work Statement.

Bidders must list all currently owned/licensed computer software programs by name and edition (e.g., Word, Access, Foxpro, Dbase IV, Excel 5.0, Lotus 1-2-3) which may be used to accomplish the tasks listed in the Work Statement.

Cost Minimization

Without revealing hourly rates or cost, describe the efforts that the Prime Contractor will take to minimize costs to the Commission in the successful performance of this contract. For example:

In-State Travel Costs

- a. Will the Prime Contractor significantly reduce the rate charged to the Commission when the Prime Contractor and the consultant team are being trained by the Commission on the energy facility siting process and review procedures? The Commission's past experience indicates that a substantial amount of time can be spent in meetings between the Commission staff and the prime Contractor to educate the Prime Contractor regarding the review process used at the Commission, the procedures used by staff, and format needed for various products, etc.
- b. What will the Prime Contractor do to reduce the cost of the daily per diem rate for employees who are required to be in the Sacramento area for longer than one week? What will the Prime Contractor do to reduce the fully loaded hourly rate for team members who are assigned to work at the Commission's offices for longer than one continuous week? Depending on assignment, a contractor may be required to remain in the Sacramento area for an extended time.
- c. What policy will the Prime Contractor adopt as related to team member time charges when the team member is travelling and/or not working actively on the contract?

Out of State Travel Costs

It is the Commission's intent to reimburse contractors for airfare within California.

- a. If the Prime Contractor and/or team members are located out of state, will the Prime Contractor establish an office in California and/or initiate all travel and related time charges from this California office, and not the out of state office? The Commission is interested in reimbursing the Prime Contractor for active time spent working on this contract, not travel.

Contract Transition

The Commission currently employs a Prime Contractor and team to assist the Commission staff on siting related work (this contractor was selected through the previous RFQ on this subject.) If the Prime Contractor selected through the current RFQ is different than the previous Prime Contractor for the Commission, please describe how the new Prime Contractor will minimize cost to the state as the Commission transitions ongoing work from the previous Prime Contractor to the new Prime Contractor.

Other

Again, the Commission is interested in reimbursing the Prime Contractor for active work spent on this contract and minimizing nonessential costs to the Commission. What else will the Prime Contractor do to help minimize these costs?

References

Each Bidder shall complete a Customer Reference Form, Attachment 4, for the Prime Contractor and all team member firms and key members of those firms.

Examples of Prior Work

Attach a minimum of one example in each area of prior work in the technical descriptions provided as Exhibit C to this RFQ. Attach as a separate appendix. (One set only.)

Statement of Potential Conflicts

Each Bidder must provide a Statement of Potential Conflicts in their Bid package. This Statement shall identify:

1. For each team member (contractor and subcontractor) what areas (siting and/or planning) they will be assigned to work on,
2. For each team member (contractor and subcontractor) if a conflict of interest exists,
3. For each individual assigned to the siting area, if any restrictions exist due to the availability clause in the Conflict of Interest definition.

The signature of an officer for each team member (contractor and subcontractors) testifying that the conflict of interest information provided is true and accurate.

IV. Project Background

What is The Energy Facility Siting Program?

The Commission administers a comprehensive energy facility-siting program on behalf of the State of California, has reviewed hundreds of applications (Applications for Certifications, Notices of Intention, and Small Power Plant Exemptions) since 1975, and approved 75 projects.

The Commission conducts a comprehensive review that satisfies the requirements of the California Environmental Quality Act (CEQA). In addition, the Commission's review encompasses engineering aspects of the proposed energy facility, and the reliability of the state's transmission system as affected by the proposed project.

What is The Energy Commission's Siting Process?

The Commission's siting process is composed of the following components:

1. Data adequacy review to determine if the AFC contains the minimum information required so that all the subsequent analyses can begin;
2. Informational hearing for the public conducted by the Commission Committee (Committee) assigned to the siting case;
3. Issue identification report which outlines the issues which are likely to be discussed during the application review;
4. Data requests (and data responses review) which are given to the applicant to clarify the required information to be submitted and to supplement the description of the project, impacts, and mitigation measures;
5. Preliminary Staff Assessment (PSA) preparation, which outlines the staff's initial views on the issues and how they might be resolved;
6. Public workshops to resolve the issues described in the PSA, considering the input from the public, governmental agencies, and other interested parties;
7. Final Staff Assessment (FSA) preparation, which outlines the staff's views on all resolved issues, defines the staff's position on unresolved issues, and provides the basis for a Commission decision on the application and all appropriate conditions of certification;
8. Public hearings on the FSA, conducted by the Committee, to solicit all parties' views on the unresolved issues;
9. Presiding Member's Proposed Decision (PMPD), which describes how the Committee proposes to resolve all the issues, recommends if the Commission should approve the application, and defines the Conditions for Certification, if approved;
10. Final Decision based on a public hearing and vote of the full Commission.
11. Compliance monitoring conducted by staff to ensure the approved facilities are built and operated in accordance with the Conditions of Certification.

IV. Project Background, Continued

What is The AFC Project Team?

When an AFC is filed, a Siting Project Manager and technical experts are assigned in the appropriate environmental and engineering fields to form a project team. The project team works under the direction of the Siting Project Manager to meet the project schedule developed by the project manager and adopted by the Committee.

What is the AFC Review?

All staff products undergo a review for quality and consistency with division practices. Project team members then review the AFC and prepare their respective analyses to meet the various product requirements, and participate in public workshops and hearings to explain their work products. They also work with their respective public agency counterparts to ensure their views and legal requirements are incorporated into the staff's analysis.

While the project team reviews the project as described in the AFC, the applicant often proposes changes to the project design, which require the relevant analysis to be adjusted. These project design changes are described by the applicant in supplements to the AFC. The Committee may also want staff to consider additional issues that may have been previously analyzed. The Committee defines these additional issues in Committee Orders for all the parties to read.

What Technical Areas Are Reviewed?

The Commission's Siting Division provides an analysis of the AFC in twenty three (23) technical areas. These areas are:

Environmental: Biology, Water Resources, Soils, Transportation, Air Quality, Noise, Cultural Resources, Socioeconomic, Land Use, Visual Resources (Aesthetics), Hazardous Materials Storage and Handling, and Waste.

Engineering: Engineering Geology, Civil Engineering, Transmission Line Engineering, Reliability, Transmission System Evaluation, Transmission Line Safety and Nuisance, Mechanical Engineering, Electrical Engineering, Power Plant Efficiency, and Safety.

Alternatives: A discussion should include proposed alternatives to the power plant, including the alternative.

A complete description of each area is provided in Exhibit C.

What Energy Planning Assistance is Being Sought by the Commission?

The Commission conducts the Regulatory and Planning Program for the State of California. This program includes the siting (regulatory) program described above and the energy planning program. This planning program involves activities in four interrelated areas: electric generation system planning, electric transmission system planning, natural gas supply system planning, and siting trends and policies. The planning work in these areas

provides the foundation for policies and plans that support the regulatory program. More information on each of these areas is provided in Section V. Work Statement.

What Additional Assistance is Being Sought by the Commission?

In addition to the technical areas described above, this RFQ is soliciting assistance in the following areas:

Project Management: provide leadership and direction to the project team, represent the Commission before the public, review staff products for consistency, develop case strategy, and project oral and written presentations to the Commission and public.

Administrative: technical editing, report preparation and production, presentations at public workshops and hearings, administrative support, graphic support (including GIS, photo, and artistic renderings) and compliance tracking database updates.

V. Work Statement

About This Section

In this section, the Commission describes the tasks the Contractor will be asked to perform under the direction of the Commission Contract Manager. This section also describes the work assignment process, deliverables, and due dates.

Primary Tasks

The Commission seeks one Prime Contractor to assist in evaluating power plant applications, for specialty areas of environmental, engineering, and energy planning. The amount of consultant assistance required for each project will vary depending on the availability of Commission staff with expertise in specific areas and the sensitivity of issues associated with each case. Final assignment of tasks and maximum payment on individual projects will be described in work authorizations issued by the Commission's Contract Manager.

The Prime Contractor will be responsible for a variety of tasks, including contract management, compliance tracking database updates, analysis, report preparation, and associated administrative and graphics support services.

All members of the Contractor teams, including the Prime Contractor, are eligible to perform and may be assigned technical work. However, there is no guarantee that work will be required in all areas, or that every subcontractor will receive work during the contract period. Additional subcontractors may be added during the course of this contract, if necessary.

Work Performance

The Commission cannot accurately predict far into the future when work will be required under this contract. The Commission's workload in the siting area, and the need to supplement staff resources with the Contractor's consultant services, varies in response to submittals by developers of energy facilities. Further, once the need for work is initiated by a developer's filing, it should proceed at a quick pace in order to meet the required analytical and procedural deadlines.

Accordingly, the successful Contractor will need to be able to respond to the Commission's requests for work on a timely basis. Given the Commission's experience in this area, the Contractor can expect requests for work in accordance with the following pattern:

1. The Commission's Contract Manager will be able to provide at least two (2) week's notice that a significant work effort will be required and the Contractor will need to assemble an effective and trained team during that period.
2. The Contractor may need to provide individual experts to handle specific issues with only two (2) days' notice.
3. The Contractor must be able to return telephone calls and e-mails from the Commission's Contract Manager and provide an initial response within four (4) hours.
4. The Contractor and all team members must be able to meet the agreed to product deadlines on the day they are due.
5. The Contractor and all team members must be able to meet the agreed-to event deadlines on the day, hour, and location needed.

Since specific skills will be needed to carry out the provisions of this contract, Prime Contractor will be required to have personnel available with environmental and engineering expertise. The following lists describe the technical disciplines that may be required to carry out the objectives of this contract.

ENVIRONMENTAL

Biology	Cultural Resources
Water Resources	Socioeconomic
Soils	Visual Resources
Waste	Land Use
Air Quality	Transportation
Noise	Hazardous Materials Storage & Handling

ENGINEERING

Electrical Engineering	Mechanical Engineering
Transmission Line Safety and Nuisance	Civil Engineering
Transmission Line Engineering	Engineering Geology
Transmission System Evaluation	Power Plant Efficiency
Reliability	Safety

Exhibit C, Technical Descriptions, provides a description of each technical area listed above and project alternatives, along with the findings required by law or regulation and the scope of work.

Specific contract management and administrative skills may be required for the Contractor to successfully perform under this contract. These skills include:

ADMINISTRATIVE

Project Management
Technical editing
Report preparation and production
Presentations at public meetings
Administrative support
Graphic support (GIS, photo, and artistic)

Project Management: provide leadership and direction to the project team, represent the Commission before the public, review staff products for consistency, develop case strategy, and provide oral and written presentations to the Commission and public.

To ensure the success for all work performed under this contract, a Commission staff person will be assigned to each project to provide project management support throughout all phases of the contract. The Commission will review all consultant products to ensure quality, consistency, and compliance with Commission policies.

Specific Tasks

Prime Contractor will be required to perform management functions and to complete a series of specific tasks in the siting area, which follow the Application for Certification (AFC), or Small Power Plant Exemption (SPPE) process from receipt through certification. The specific tasks and degree of effort for each task to be performed by the Prime Contractor and/or the subcontractors may vary by project.

During this period of the contract, it is expected that a majority of the projects will be 12-month AFCs. Only a few amendments and SPPEs are expected. There may be several 6-month AFC's and, in addition, other AFC processes could be established by legislation or executive order in the future. Administrative tasks related to the review of AFCs and preparation of the Preliminary Staff Assessment (PSA) and Final Staff Assessment (FSA) are divided into general tasks and technical tasks, and are described below.

A. SITING (Tasks 1-6)

Task 1 – Contract Management and Administrative Duties

Based on experience in previous Siting Peak Workload contracts, ten but no more than twelve percent (10-12%) of each fiscal year's funds will be allocated to this task.

- Supply cost estimates for potential projects to Commission technical staff.
- After approval of potential projects by Division Management, supply information for work authorization development to the Commission Project Manager; including a definition of the scope of work, the schedule of deliverables, and the project budget.
- Prepare and execute agreements with subcontractors that convey all provisions contained in the contracts and specific work authorizations between the Commission and the prime contractors.
- Enforce subcontract provisions, and in the event of failure of the subcontractor to perform satisfactorily, recommend resolution to the problem.
- Require subcontractors to provide invoices which correctly identify personnel, rates, actual hours, and direct expenses charged to each task of each work authorization and which provide adequate documentation for expenses. For work assignments spanning a lengthy period, the work authorization may be structured to allow billing for completed "in term" deliverables. Subcontractor invoices will be reviewed by the prime contractor and the Commission Project Manager, technical staff, or Contract Manager for accuracy and completeness.
- Provide monthly progress reports by the tenth of each month to the Commission's Contract Manager on prime contractors and subcontractor(s) progress for work assignments, including a summary of contract expenditures to date.
- Submit monthly invoices by the tenth of each month, which shall coincide with the monthly progress report timeframe to the Commission's Accounting Office with a copy to the Commission Contract Manager (detailed by Labor, Operating Expenses, Fees and DVBE amounts). Invoices will not list work authorizations not issued at the time of invoice preparation.
- Pay subcontractors for satisfactory products within five working days after payment is received from the Commission.
- For each fiscal year, prepare a Final Report on the work accomplished during that fiscal year and a brief (200 words or less) abstract.

Task 2 – Maintenance of Compliance Data Base

Maintenance of an existing Access software data tracking system for the Division's Compliance Unit. The Commission established the system to assist Compliance Unit staff in tracking submittals from licensed power plant operators. Updates to the system will be required.

Task 3 – Data Adequacy Assessment (Applies to AFC Only)

The Commission must determine if applications contain the substance of information required by the appropriate regulations. The consultant must compare:

- ✓ The contents of the application with the information requirements;
- ✓ Identify any deficiencies;
- ✓ Meet with the applicant in a pre-acceptance workshop and explain the deficiencies and expected information;
- ✓ Assist Commission Division Management in forming an overall data adequacy recommendation; and
- ✓ If necessary, participate in a data adequacy hearing. To be completed within 15 to 45 days after filing, depending on the type of application filed. The time schedule for activities and products during a typical 12-month AFC data adequacy is as follows:

Event	Calendar Day	Product
Document Received	-0-	Application
Pre-acceptance Workshop	20	Workshop
Staff Data Adequacy Recommendations to Project Manager (PM)	25	Data Adequacy Forms
Agencies Submit Comments on Data Adequacy	25	Letters
Data Adequacy Briefing with Division Management	28	Meeting
Data Adequacy Recommendations to Executive Office	30	Meeting
Executive Office Data Adequacy Recommendation	35	Recommendation to Commission
Business Meeting on Data Adequacy	45	Business Meeting Order

Note: All days are based upon the date of filing. Actual schedules may vary based upon the Committee Orders, issues in the case, and type of process (e.g. 6- or 12-month).

Task 4 – Discovery

During the discovery phase of the project, Contractor will collect all information necessary to evaluate the project and prepare the assessment in Task 3. Contractor will review the application and other materials and coordinate with appropriate state, local, or federal agencies to determine the significant issues of the project for each discipline. If additional information is needed from the applicant, Contractor will prepare data requests and attend publicly noticed workshops to discuss either the requests or the applicant's responses. Contractor will also participate in site visits, necessary field studies, and informational hearings. Schedule and products for a typical 12-month AFC are as follows:

Event	Calendar Day	Product
Written Data Requests to PM	26	Data Requests
Data Requests to Applicant	46	Letter
Site Visit/Informational Hearing	50	Field Trip
Data Request Workshop	57	Workshop
Responses Filed	80	Responses
Data Response Workshop	83	Workshop
Second Data Requests to PM	95	Data Requests
Second Data Requests to Applicant	105	Letter
Second Data Request Workshop	108	Workshop
Second Set of Responses Filed	125	Responses
Second Data Response Workshop	127	Workshop

Products and schedules are similar for an SPPE and AFC amendment.

Note: All days are based upon the date of filing. Actual schedules may vary based upon the Committee Orders, issues in the case, and type of process (e.g. 6- or 12-month).

Task 5 – Analysis

This task requires Prime Contractor to prepare a written evaluation of the project for each technical area. The report of Staff Assessment consists of:

1. An identification of all applicable federal, state, and local laws, ordinances, regulations, standards (LORS), policies or plans that apply to the project;
2. A description of the existing conditions at or in the vicinity of the project;
3. An assessment of the consequences of the proposed project;
4. An evaluation of the project's ability to comply with applicable LORS;
5. An evaluation of the applicant's proposed measures to eliminate or reduce significant impacts or comply with applicable laws;
6. A recommendation of additional mitigation measures;

7. An evaluation and recommendation of any feasible alternatives to the project; and
8. A recommendation of specific conditions for certification and methods for verifying that conditions have been met.

Analyses will be based upon Contractor's review of the application, communication with appropriate federal, state, and local agencies, attendance at informational hearings, participation in site visits and necessary field studies, review of available information, and independent assessments.

The Commission will specify the analysis format. Prime Contractor will be expected to respond to any comments from Commission staff and incorporate changes into the draft or final analysis which do not compromise contractors' professional expert analysis. Workshops may be conducted with the applicant to discuss the results of the analysis and/or proposed recommendations. The schedule for a typical 12-month AFC analysis is:

Event	Calendar Day	Product
Sections of Preliminary Staff Assessment (PSA) for Applications with No Data Requests to PM	70	PSA Section
PSA Sections for Areas with Only First Set of Data Requests	105	PSA Sections
All Remaining PSA Sections to PM	141	PSA Sections
PSA Distributed	171	PSA
Prehearing Conference (PHC) Workshops	195-197	Workshops
Prehearing Conference Statements Filed	210	PHC Statements
Prehearing Conference	220	PHC
Cleanup Workshop	230	Workshop
Staff Input to Final Staff Assessment (FSA) to PM	255	Changes to FSA
FSA Filed	265	FSA (Testimony)

The staff assessment for an SPPE consists of an initial study and separate analysis of power plant efficiency. Only one draft is prepared and submitted to public review.

Task 6 – Hearings/decisions

Prime Contractor will be required to write and present testimony at evidentiary or adjudicatory hearings. The testimony will be based on the initial analyses or any subsequent analysis necessary to respond to a specific issue or Committee request. Prior to the hearings, Prime Contractor will participate as needed in prehearing conference workshops and prehearing conferences to discuss conclusions and recommendations with the applicant, intervenors, the public, and the Committee. The purpose of these meetings is to determine areas of potential agreement and disagreement for discussion in the non-adjudicatory and adjudicatory hearings.

During the hearings, Prime Contractor will present expert testimony, answer questions of the Commission and legal counsel, and respond to cross-examination. Prime Contractor will work with counsel to prepare testimony and required legal briefs.

Following the hearings, the Committee will prepare reports and proposed decisions. Prime Contractor will review the reports and decisions in the appropriate subject areas and comment on facts, conclusions, and recommendations from staff's perspective. If

necessary, Prime Contractor will appear at hearings on the proposed and final decisions to present its position. Hearings must commence no earlier than day 90, nor later than day 240 in the 12-month process.

Event	Calendar Day	Product
Committee Holds First Hearing	By 240	Hearing
Evidentiary Hearings	280	Hearing
Adjudicatory Hearings	285-290	Hearing
Committee Issues Presiding Member's Report	310	Presiding Member's Report
Staff Comments on Presiding Member's Report to Project	335	Comments
Proposed Decision	365	Draft Decision
Staff and Other Parties' Comments on Decision	385	Comments
Hearing on Decision	400	Hearing
Adoption of Decision	410	

Hearings on SPPEs and AFC amendments are similar to those above. During an SPPE, however, only a Proposed Decision is prepared for consideration and final adoption.

B. PLANNING WORK

ELECTRICITY PLANNING TO SUPPORT THE REGULATORY PROGRAM

The Electricity Analysis Office provides critical information and independent, objective analyses of the electricity market and electrical system operation. It specializes in understanding the relationship between the integrated demand-supply-transmission grid, the economics of market decisions, and the environmental impacts. The office forecasts the implications of electric load and resource scenarios on electric supply adequacy, future wholesale prices and prices paid by consumers. It conducts public policy analysis of the electricity industry and performs the technical modeling which supports that analysis. It also collects electricity supply data and prepares reports to inform both the public and market participants about trends and their implications. As part of Commission-wide teams, the office administers consumer education programs and Public Interest Energy Research (PIER) funded electricity reliability research and development.

Some tasks that might be performed include but are not limited to the following:

- ✓ Develop data, analysis, and presentations on environmental impacts of integrated generation and transmission system,
- ✓ Collect data on electricity market performance indices and develop trends analysis,
- ✓ Analyze detailed generation data under staff direction to detect trends and to calibrate the Commission staff's system simulation models,
- ✓ Assist staff with preparation of reports and presentations, particularly on effective presentation of numeric data to a non-technical audience.

TRANSMISSION SYSTEM ENGINEERING PLANNING TO SUPPORT THE REGULATORY PROGRAM

Recent changes in state policy and federal laws have opened access to the electric transmission system making it a critical component in the movement toward a more competitive energy structure. The Commission's Transmission System Evaluation Program is responsible for understanding the bulk transmission system that links electricity customers in California with existing and proposed electric generation sources in this state and the entire Western region. It is charged with evaluating the system's operation and making technical assessments and policy recommendations to assure the most efficient, economic and environmentally responsive use of the transmission system.

The Program's staff independently collect, analyze, and disseminate to all parties information regarding the existing transmission system and proposals to expand and enhance it. The program provides technical analysis on energy facility siting proposals; state and national policy issues such as competition, transmission access, transmission pricing; and technology and operational proposals to improve the cost, efficiency and reliability of the system. Projections of transmission systems constraints and likely new facilities are provided to local land use planning agencies to help ensure that existing transmission facilities and right-of way are used efficiently and proposed lines are economic and environmentally acceptable.

Reflecting the critical role that the Energy Commission plays in the current and future energy industry, transmission system evaluation staff have been invited to participate in state and national transmission working groups and have been requested to represent the state in the Western Regional Transmission Association and the Western Energy Coordinating Council.

The program develops and disseminates information, conducts analyses, prepares policy statements and testimony, and performs other activities that support Commission actions to ensure that transmission system planning and siting in California results in efficient use of existing facilities and right of way, economical and environmentally acceptable expansion of transmission systems, and coordinated planning among all parties needing transmission services.

The program provides transmission policy and technical direction and support to the Energy Facility Siting and Environmental Protection Program, the Commission's Electricity Resource Planning Program, and the Technology Development Program. The program also provides technical coordination with the Western Systems Coordination Council and regional transmission groups approved by the Federal Energy Regulatory Commission.

Some tasks that might be performed include but are not limited to the following:

- Conduct local area reliability studies to ensure that specific areas of the state have adequate transmission and local generation capability to meet projected needs,
- Analyze system impacts from potential hardware upgrades to the transmission system,
- Develop potential outage scenarios, determine their impacts on the transmission system, and identify potential measures to avoid/reduce those impacts.

NATURAL GAS PLANNING TO SUPPORT THE REGULATORY PROGRAM

The goal of the natural gas planning activity is to promote a competitive natural gas market for the benefit of California consumers and the environment. The program provides timely data and information to the state's policy and decision-makers, natural gas market participants, and the public. It provides an objective assessment of current and future natural gas market fundamentals and infrastructure needs; assesses the adequacy of natural gas supplies, including resources, production, pipelines, and storage capacity to serve the state's needs; estimates wholesale natural gas prices; develops appropriate analysis and policy recommendations on natural gas issues and their impact on energy markets and the California economy; and analyzes natural gas regulatory and environmental issues.

The types of tasks the Contractor would be asked to do in this area would focus on natural gas supply and costs to support power plant needs, especially pipeline capacities and costs, natural gas storage capacity, and availability of alternative supplies. Some tasks that might be requested to be performed include but are not limited to the following:

- ✓ Perform required studies to assess natural gas supply and availability,
- ✓ Evaluate existing pipeline capacities that can serve the power plants and potential expansions or additions of pipeline capacity necessary for reliable operation of power plants,
- ✓ Analyze the needs for storage capacity, and costs to maintain natural gas supplies during peak demand periods to ensure reliable operations,
- ✓ Prepare cost estimates for potential gas infrastructure projects identified by Commission staff,
- ✓ Evaluate the potential costs and feasibility to bring liquefied natural gas to the West Coast market.

SITING TRENDS AND POLICY PLANNING TO SUPPORT THE REGULATORY PROGRAM

The Siting Policy and Trends Program gathers and analyzes information on power plant siting and operating trends; develops policy recommendations on power plant siting issues; coordinates with local, state, and federal agencies on siting policy issues; develops or modifies siting processes and implementing regulations; reviews and proposes legislation related to power plant siting; and provides assistance to local governments in the permitting of power plants.

Some tasks that might be performed include but are not limited to the following:

- ✓ Prepare an environmental profile of refinery facilities and the changes over time
- ✓ Conduct an analysis of water consumption in the electric generation sector in California and the potential measures to reduce consumption of potable water and/or impacts from the use of seawater,
- ✓ Conduct an analysis of the potential for desalination projects in California, their potential impact on electric demand, and their impact on the environment.

Work Authorizations

This is a "Work Authorization" contract and no work shall be undertaken unless authorized by the Commission through a specific written document called a work Authorization, and example of a Work Authorization is included in this RFQ as Exhibit B.

The Commission Contract Manager will prepare and issue the written work authorizations and may set a maximum price, budget, and schedule for the work to be performed.

The specific tasks and the degree of effort for each task to be performed by the Prime Contractor and subcontractors will vary from project to project. All project work performed by the Contractor team shall be directed and coordinated with the Commission Contract Manager and the appropriate Commission policy committees.

Work Guarantee

The Commission does not guarantee any minimum or maximum amount of work under this RFQ. The Commission estimates that it will need a minimum of \$20.0 million in contract funds over the next 3 years to complete the workload that staff is not able to conduct. This estimate does not include AFCs that may be filed in the second and third year of this contract. The contract will be let for a three-year term, but the Commission does not have any reliable estimates for needed work in the third year.

Deliverables and Due Dates

All work assignments will be made through specific Work Authorizations and will specify the schedule of deliverables. The level of effort required for each task will vary for each power plant or planning project. Exact timelines for completion of deliverables related to the tasks previously described will be established in a Work Authorization at the time of assignment. The Commission will maintain final approval of all analyses, testimony, and other products that result from this contract.

The Prime Contractor, with assistance from appropriate support staff and/or subcontractors, will prepare and submit to the Commission Contract Manager the following:

- **Monthly Progress Report.** The Contractor shall prepare a monthly progress report that summarizes all activities conducted by the Contractor and subcontractors and includes a summary of contract expenditures to date. These reports will be due within 10 working days after the end of each month. The Commission Contract manager will specify the report format and the number of copies to be submitted. All monthly progress reports will coincide with the invoice period.
- **Invoice.** The Contractor will prepare an invoice for all contract expenses performed for assigned Work Authorizations. An advance copy of the invoice shall be sent to the Contract Manager to ensure that all records are included and the invoice is for authorized work. The official invoice is to be submitted to the Commission's Accounting Office. The Commission Contract Manager will specify the invoice format.
- **Work Authorizations.** All Work Authorizations will be developed by the Commission contract manager and assigned to Prime Contractor. The Prime Contractor will then be sent the Work Authorization with the budget for signature and approval.

- **Contracts with Subcontractors.** When new subcontractors are hired or added, the Contractor shall submit proposed subcontractor contracts to the Commission for review and approval. At the same time, the Contractor shall provide the Commission with updated Disabled Veteran Owned Business Enterprise (DVBE) forms. The Prime Contractor is responsible for the quality of all subcontractor work and the Commission will assign all work to the Prime Contractor.
- **Project management services, project evaluation, etc.** - due according to Work Authorization schedule.
- **Program meetings and briefings.** At the request of the Commission Contract Manager, the Prime Contractor and subcontractors shall be available for meetings or provide written and/or verbal program briefings to the Commission's staff or others. The cost of meetings with Commission management, hearings, workshops, etc. will be included in each Work Authorization. The cost of meetings requested specifically by the Prime Contractor will be borne solely by the Prime Contractor.
- **Final Reports.** A Final Report will be submitted to the Commission Contractor, 30 days after the end of each fiscal year, which summarizes the requests, responses, and results of the work performed in the contract.
 - ✓ Maintenance and enhancement (if required) of the existing compliance tracking system data base (Access) as required in Task 2. The timelines for completion of this deliverable will be established in a Work Authorization at the time of assignment.
 - ✓ Reports and data requests as required in Task 3 to be completed within 5 to 25 days after assignment.
 - ✓ Written evaluation as required in Task 4. The timeline for completion of this deliverable will be established at the time of assignment.
 - ✓ Written evaluation and written testimony as required in Task 5. Written testimony to be submitted 30 days prior to hearings. Other timelines for completion of deliverables will be established at the time of assignment.
 - ✓ Report or written comments, if required, under Task 6. The timelines for completion of these deliverables will be established at the time of assignment.
 - ✓ Informational materials or brochures as needed to explain the power plant siting process to potential participants and the public. The timelines for completion of these deliverables will be established at the time of assignment.
 - ✓ Other correspondence and submittals as needed in response to Commission Contract Manager's request. The timelines for completion of these deliverables will be established at the time of assignment.
- **Draft and Final Contract Report and Abstract.** A draft Final Report is due three months prior to the end of the contract. The Final Report and a 200-word abstract are due no later than fifteen days prior to the end of the contract. The Final Report shall include and analysis of:
 - ✓ The work accomplishments of the Prime Contractor
 - ✓ The effectiveness of this contract in meeting the objectives of the program

- ✓ Future activities recommended to increase the effectiveness of the program and this contract

VI. Qualifications Evaluation

What Are The Evaluation Stages?

To analyze all SOQs, the Commission will organize a committee whose members have expertise in evaluation consulting services. The Committee will analyze the SOQs in three stages.

Stage One: Fulfillment of RFQ Mandatory Format

The Contracts Office will first identify those Bidders whose SOQs adhere to the mandatory format outlined in Section III.; Bidders who do not follow the mandatory format may be eliminated from the competition.

Stage Two: Evaluation of Qualifications

The Evaluation Committee will then review and score all remaining SOQs based on the Evaluation Criteria. After the review, the Evaluation Committee will identify at least three Bidders with the highest scores and schedule them for interviews. If three or less Bidders submit SOQs, all the qualifying Bidders will be interviewed.

Stage Three: Interviews

The Evaluation Committee may use patterned questions to conduct Bidder interviews; Bidder responses will be scored. Upon completion of the interviews, the Evaluation Committee may make adjustment to the scores and re-rank the top competitors.

The Evaluation committee may reject all Bidders and SOQs if none are considered in the best interest of the Commission.

How Will the SOQs Be Ranked?

After each SOQ is scored, it will be placed on a list, in rank order, with the highest scoring SOQ placed first and the remainder in descending order based on score.

What Are The Negotiation Rules?

The Commission will initiate negotiations with the first ranked bidder(s) as determined above. If negotiations fail with a Bidder and the Commission needs to initiate negotiations with a subsequent Bidder, the following rule will be applied to select the subsequent Bidder(s):

1. The Bidder's name that failed in negotiations will be taken off the respective ranking list.
2. The Commission will then initiate negotiations with the next highest bidder.

How Will My Statement of Qualifications Be Scored?

The Evaluation Committee will award points for the technical criteria based on the following considerations. The final score for each RFQ reflects the average of the combined scores of all evaluation committee members.

Fail (0 points)

Zero (0) points are awarded to responses considered to be less than acceptable. For example:

- ✓ The SOQ is not in substantial accordance with the RFQ requirements

Below Average (1 point)

One (1) point is awarded to responses considered to be minimally acceptable. For Example:

- ✓ The SOQ states a requirement but offers no explanation of how or what will be accomplished;
- ✓ The SOQ contains a technical deficiency which is an inaccurate statement or reference containing the how, what, where, or when.

Average (2 points)

Two (2) points are awarded if the SOQ responds to most RFQ Requirements, generally describing how and/ or what will be accomplished.

Above Average (3 points)

Three (3) points are awarded if the response presents cogent technical explanations or facts satisfying the RFQ requirements and describes specifically how and /or what will be accomplished.

Exceptional (4 points)

Four (4) points are awarded if the response is specific and superior, both quantitatively and qualitatively.

Potential for Conflicts of Interest Affecting Availability

In order to evaluate technical proposals that may have a potential conflict of interest, the Commission has developed the following scenarios.

This availability rule pertains to a team member reviewing his/her own previous work for an applicant. Therefore, a team member previously working on a project would not make the entire team unavailable if there is an alternative team member with a similar capability who can be assigned to work on the team assigned to the project in question. Therefore, for each team member identified above with a previous work experience that makes him/her unavailable, please identify the alternative team member who would work on the project in question if that project were assigned to the team. If a qualified, alternative team member is available, then the team will be scored as being available for work.

1. Past contracts, subcontracts, or former employment (whether or not the work involved an application for certification) with developers who currently have applications for certification pending before the Energy commission.

2. Past contracts, subcontracts, or former employment (whether or not the work involved an application for certification) with developers who are planning to file an application for certification with the Energy Commission.

For evaluation based on the above criteria, please identify the developer name(s), project name(s), and team member(s) involved in the following categories:

1. All developers with whom you or any of your team members have contracted, subcontracted, or been employed, and who currently have applications before the Commission
2. All developers with whom you or any of your team members have contracted, subcontracted, or been employed, and who plan to file an application with the Commission.
3. All applications currently filed and yet-to-be filed with the Commission, on which you have worked for a developer.

Exhibit A

Technical Evaluation Criteria

REFERENCES WILL BE CONSIDERED THROUGHOUT THE SCORING CRITERIA

Criterion	Weight factor	X Points (0-4)	Weighted Points
1. Approach to Work Statement <ul style="list-style-type: none"> a. Responsive to work statement requirements. b. Depth and understanding of all the technical areas and functions identified. c. Quality and depth of experience of team members. d. Ability to satisfy time lines for deliverables. 	15		
2. Company/team Experience and Technical Expertise <ul style="list-style-type: none"> a. Depth of team members experience working together. b. Depth and experience of team members working in their technical area(s). c. Demonstrated experience, understanding and judgement to handle complex issues. d. References. 	25		
3. Responsiveness to Workload and Deadlines <ul style="list-style-type: none"> a. Ability of prime contractor to handle the majority of the workload on an energy facility siting case with one (1) month' notice. b. Ability of prime contractor to provide individual experts within two (2) business days' notice. c. Ability of prime contractor to provide an initial response within four (4) hours. d. Ability of prime contractor and team to satisfy and meet all product deadlines. e. Ability of prime contractor and team to satisfy and meet all even deadlines on a day or hour needed. 	15		
4. Communication skills <ul style="list-style-type: none"> a. Depth and quality of work examples. b. Demonstrated experience for presenting findings at public forums. 	10		
5. Scope of Permitting Experience <ul style="list-style-type: none"> a. Depth of prime contractor and team members experience for facility permitting (not necessarily energy facilities). b. Knowledge of various federal, state, regional, and local governmental organizations and their processes/requirements involved in the permitting of facilities, preferably energy facilities. c. Depth of prime contractor and team members experience evaluation the potential impacts of proposed facilities; and proposing appropriate mitigation measures to avoid or reduce significant 	5		

impacts. d. Depth of prime contractor and team members experience evaluating the compliance of proposed projects with all applicable laws, ordinances, regulations, and standards (LORS); and preparing conditions to ensure the project is constructed and operated in compliance with those LORS.			
6. Scope of Planning Experience a. Depth of prime contractor and team members experience for energy planning. b. Depth of knowledge/experience in the use of energy planning models used by the Commission c. Depth of knowledge/experience in the use of other energy planning models.	5		
7. Effective Team Leadership and Management a. Ability of prime contractor to provide effective direction, motivation, and vision to the team. b. Ability of prime contractor to provide quality assurance for each team member's performance. c. Ability of prime contractor to hold the team together with a minimum of turnover	5		
8. Team composition Flexibility a. Ability of prime contractor to quickly add and train new team members as needed.	5		
9. Cost Minimization a. Effectiveness of Bidder's strategies to minimize travel and per diem and related time charges. b. Effectiveness of bidder's strategies to minimize item charges while being trained by the Commission. c. Other bidder strategies to minimize costs to the State.	5		
10. Interaction with the Energy Commission a. Ability of prime contractor to work effectively with the Energy Commission's contract manager. b. Ability of prime contractor to work effectively with the Energy Commission's administrative functions (Contracts Office, Budget Office, and Accounting Office).	5		
11. Interview a. Quality of presentation b. Response to questions c. Approach to tasks in Work Statement.	5		
Weighing Factor Totals	100		
Minimum Points	<u>300</u>		
Scoring potential conflict of Interest Number of applications bidder is unavailable to work on: <u>0-1</u>			

<u>2-3</u>	<u>25</u>		
<u>4-5</u>	<u>20</u>		
<u>6 or more</u>	<u>10</u>		
	<u>0</u>		
<u>Maximum Points</u>	<u>425</u>		

EXHIBIT B
SAMPLE WORK AUTHORIZATION

Contract No. _____
Work Authorization No. _____
Page 1 of _____

1. This Work Authorization (WA) is entered into pursuant to the provisions of Contract No. _____ initiated on the _____ day of _____, between the State Energy Resources Conservation & Development Commission, hereinafter the Commission, and _____, hereinafter referred to as Contractor. This WA will be used to authorize future work needed by the Commission as the need is identified and is hereby made part of the said contract.
2. Contractor shall provide the Commission with the services described hereafter and in accordance with the terms, conditions, and understandings hereafter specified.
3. The term of the WA is from _____ through _____.
4. The purpose of this WA is _____.
(In this space, set forth as appropriate and necessary, the following information: a description of the services to be performed; the outcomes expected in terms of products, studies, reports, etc.; professional, technical, and/or clerical personnel required to perform the services, in terms of the numbers of persons and the kinds of expertise required to perform the services requested; material resources requirements relating to the performance of the services, including facilities and equipment; project documentation requirements, reports and report schedules; evaluation requirements; time for performance of services including the terms, dates of commencement, and dates of completion, dates for significant phases of the project; and agreements concerning final disposition of equipment and other materials purchased with project funds.)
5. Budget Considerations for this WA: The following kinds of items have been taken into consideration in determining the sum total of this WA:
 - A. Personal Services (Salary estimate range will be from \$0.00 - \$00.00 per hour; final rates of pay, inclusive of any necessary fringe, will be determined at the time of hire and will be subject to the type of position offered. Rates will be commensurate with personnel status and level of expertise. The rates will be consistent with the rates in the RFQ submittal and approved by the Commission.)
 - B. Operating Expenses and Equipment (If Contractor purchases equipment to carry out a designated task, the equipment will become the property of the Commission at the conclusion of the project unless otherwise designated in writing by the Commission Contract Manager.

- C. Materials and Supplies
 - D. Travel and Per Diem (Any necessary travel shall NOT exceed state approved rates, as defined in the contract approved by the Commission. NO travel outside the State of California will be reimbursed without PRIOR written authorization from the Commission Contract Manager.
 - E. Indirect Cost (Actual indirect costs shall not exceed the percent of the total direct costs for personnel services and/or consultants as defined in the RFQ and approved by the Commission.
6. The Commission may select one of the following budgetary options; invoices will reflect the option chosen by the Commission.
- A. Detailed line item budget
(Optional when establishing specific line item budget) “Commission agrees that Contractor may effect line item shifts of twenty percent (20%) of direct costs in the project budget without formal amendment of this Agreement or the Commission approval.”
 - B. “Not-to-exceed” budget of a specific amount. Such a budget shall be inclusive of all salaries, wages, fringe benefits, all project demands, and an indirect charge equal to 25% of the total direct costs but specific budget details are not to be included in the WA.
 - C. Fixed Price Agreement.
7. Contractor agrees to provide the Commission with the following supporting documentation in connection with specific project expenditures: (Here the Commission should provide a description of any special documentation requirements, times at which documentation should be submitted and to whom. If a specific format is required, then a sample should be attached.)
8. The Commission and Contractor designate the following individuals as principal contacts for the work outlined in this WA.

For CEC :

Contract Manager: Mary Dyas
California Energy Commission
Systems Assessment and Facilities Siting Division
1516 Ninth Street
Sacramento, CA 95814
Telephone: (916) 651-8891
Fax: (916) 654-3882

Contracts Officer:

For Contractor:

Administrator:

Sandra Barnett
California Energy Commission
Contracts Office
1516 Ninth Street
Sacramento, CA 95814
Telephone: (916) 654-5186
Fax: (916) 654-4423

9. Copies of all invoices relating to this project (and any required supporting documentation) shall be sent to the following address:

Accounting Office
Contracts Payable, MS-2
California Energy Commission
1516 Ninth Street
Sacramento, CA 95814

10. Contractor shall invoice monthly, in arrears, for services rendered. All invoices submitted by Contractor to the Commission must identify the Contract Number _____. All invoices submitted without this information may be returned to Contractor for requested information.
11. When the WA calls for a product or report, the Commission agrees to notify the Contractor within thirty (30) calendar days of receipt of the product or report that it is unacceptable. If Contractor receives no such notification, it will assume that the product or report is acceptable.
12. At the conclusion of this project, Contractor agrees to notify the Commission as promptly as possible as to the amount of any unexpended funds. Contractor further agrees to remit to the Commission any unexpended portions of the amount of this WA within thirty (30) calendar days after receipt of Commission's invoice.

AUTHORIZATIONS

MARY DYAS, Contract Manager

Date:_____

Authorized Contractor Representative

Date:_____

Distribution: Commission
Contractor

EXHIBIT C

TECHNICAL DESCRIPTIONS

BIOLOGY

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of biological resource impacts on all power plants and related facilities. Evaluation in the areas of wildlife biology, fishery biology, marine biology, and botany may be necessary. The analysis requires an understanding of the proposed project and how it will affect the existing environment, evaluation of impacts, and recommendations for mitigation to offset expected impacts.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect environmental quality. CEQA also requires that the feasible measures to substantially lessen significant impacts have been incorporated into the project.
- B. Public Resources Code Section 25527 prohibits the use of certain areas such as parks, wilderness areas, and sensitive wildlife habitat as sites for facilities licensed by the CEC unless such use is found to be consistent with protection of such areas.
- C. Approved projects must comply with both State and Federal Endangered Species Acts. As a lead agency for approving power plants and transmission lines, the CEC is obligated by state law and policy to seek to conserve, protect, restore, and enhance threatened and endangered species and their habitat.
- D. The Commission must find [PRC 25525] that the proposed site and related facility conform with local, regional, state, and federal standards, ordinances or laws. Compliance with the California Fish and Game Code with respect to all protected species and resources throughout California is required.

3. SCOPE OF WORK

The scope of work includes an independent analysis of information submitted by the project proponent, conducting literature searches and completing field observations to assess potential impacts and necessary mitigation, preparation of written testimony and presentation of oral testimony. A Biologist is required to develop staff recommendations concerning issues, coordinate and encourage active fish and wildlife agency involvement in our siting process, and attend meetings, site visits, workshops, and hearings.

WATER RESOURCES

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis on water resource impacts and evaluation of the flood hazard potential of all proposed power plants and related facilities. Evaluation in the areas of water quality, water supply, water rights, spill containment and flood hazard may be necessary. The analysis requires an understanding of the proposed project and how it will affect surface and ground waters, water supplies in the project region, evaluation of impacts, and recommendations for mitigation to offset expected impacts.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect environmental quality. CEQA also requires that all feasible measures to substantially lessen significant impacts have been incorporated into the project; and
- B. The Commission must find [PRC 25525] that the proposed site and related facilities conform with local, regional, state and federal standards, ordinances or laws. Approved projects should comply with applicable local, state and federal water quality control standards, plans and policies. Specific compliance with the State Porter-Cologne Water Quality Control Act and Federal Clean Water Act is required. Concerns include waste discharge into water, National Pollutant Discharge Elimination System Permits (NPDES), and applicable pre-treatment standards for industrial waste water discharges to publicly owned treatment works.

3. SCOPE OF WORK

The scope of work includes an independent analysis of information submitted by the project proponent, conducting literature searches and completing field observations to assess potential impacts and necessary mitigation, preparation of written testimony and presentation of oral testimony. A Water Resource Specialist is required to develop staff recommendations concerning issues, coordinate and encourage active local, state and federal agency involvement in our siting process, and attend meetings, site visits, workshops and hearings.

SOILS

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of soil resource impacts on all proposed power plants and related facilities. Evaluation in the areas of construction activities, soil erosion, soil compaction, and soil stabilization will be necessary. The analysis requires an understanding of the proposed project and how it will affect the existing soil environment, evaluation of impacts, and recommendations for mitigation to offset expected impacts.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect environmental quality. CEQA also requires that all feasible measures to substantially lessen significant impacts have been incorporated into the project.
- B. Approved projects must comply with applicable local grading ordinances. All grading, earthmoving, and measures to stabilize disturbed soils must conform to accepted engineering practices to prevent excessive and unnecessary loss of soil.
- C. The Commission must find [PRC 25525] that the proposed site and related facilities conform with local, regional, state and federal standards, ordinances or laws. Compliance of projects with applicable land use policies and laws concerning conservation of prime agricultural, range, and forest lands.

3. SCOPE OF WORK

The scope of work includes an independent analysis of information submitted by the project proponent, conducting literature searches and completing field observations to assess potential impacts and necessary mitigation, preparation of written testimony and presentation of oral testimony. A Soil Scientist is required to develop staff recommendations concerning issues, coordinate and encourage active local, state and federal agency involvement in our siting process, and attend meetings, site visits, workshops and hearings.

WASTE

1. DESCRIPTION

The Energy Commission staff is required to conduct an independent analysis of solid waste handling and disposal methods that will be used at proposed power plants and related facilities. This requires an understanding of potential environmental impacts that may result from various waste disposal practices. A proposal's analysis requires an understanding of the types of wastes that may be generated at the facility and what impacts such wastes may have if they contaminate land, air, or water.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect environmental quality. CEQA also requires that all feasible measures to substantially lessen significant impacts be incorporated into proposed projects.
- B. The Commission must find [PRC 25525] that the proposed site and related facilities conform with local, regional, state and federal standards, ordinances or laws. Specific compliance with the Federal Resource Conservation and Recovery Act and the California Health and Safety Code provisions for hazardous waste management is required.

3. SCOPE OF WORK

The scope of work includes an independent analysis of information submitted by project proponents, conducting literature searches, completing field observations to assess potential impact, proposing necessary mitigation, preparing written testimony, and presenting oral testimony. A person knowledgeable in appropriate waste-handling practice for all wastes is required to conduct waste handling analysis, develop staff recommendations, and attend meetings, site visits, workshops and hearings. The staff works closely with the California Integrated Waste Management Board, Regional Water Quality Control Boards, California Department of Health Services and local agencies throughout the siting process.

HAZARDOUS MATERIALS STORAGE AND HANDLING

1. DESCRIPTION

The Energy Commission staff is required to conduct an independent analysis of hazardous materials handling and storage methods that will be used at proposed power plants and related facilities. This requires an understanding of potential public safety implications and environmental impacts that may result from various storage and handling practices. A proposal's analysis requires an understanding of the types of hazardous materials that may be used at the facility and what risks and impacts such materials pose to the public and environment.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect public health and environmental quality. CEQA also requires that all feasible measures to substantially lessen impacts be incorporated into proposed projects.
- B. The Commission must find [PRC 25525] that the proposed site and related facilities conform with local, regional, state and federal standards, ordinances or laws. Specific compliance with the Federal Resource Conservation and Recovery Act and the California Health and Safety Code provisions for hazardous materials management is required.

3. SCOPE OF WORK

The scope of work includes an independent analysis of information submitted by project proponents, conducting literature searches, completing field observations to assess potential impact, proposing necessary mitigation, preparing written testimony, and presenting oral testimony. A person knowledgeable in appropriate storage and handling practice for hazardous materials is required to conduct analysis, develop staff recommendations, and attend meetings, site visits, workshops and hearings.

AIR QUALITY

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of the air quality impacts of power plants and related facilities. The CEC staff analyze the air quality impacts of all criteria air pollutant (pollutants for which ambient air quality standards have been established), evaluate best available air pollution control technologies and other mitigation measures; and evaluate compliance with applicable local, state and federal air quality laws, regulations, rules, standards, and/or criteria. In addition, the air quality staff provides modeling to identify potential impacts and effectiveness of mitigation measures.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited, and operated in order to assure public health and safety. CEQA also requires that all environmental impacts be fully addressed and that all feasible mitigation measures to substantially lessen significant impacts have been incorporated into the project.
- B. The Commission must find [PRC 25525] that the proposed site and related facilities conform with local, regional, state and federal standards, ordinances or laws.
- C. Local Air Pollution Control Districts have established emission prohibition regulations and New Source Review (NSR) rules. The emission prohibition regulations specify the maximum permissible emissions for pollutants. NSR rules generally require the use of best available control technologies (BACT) and emission offsets.
- D. The State of California and the U.S. Environmental Protection Agency (EPA) have established ambient air quality standards for various air contaminants. Local district NSR rules generally require that these standards not be exceeded or that a significant contribution to a violation of the standards not be made by the proposed facility.
- E. The EPA has adopted Prevention of Significant (PSD) regulations that establish acceptable impacts where the ambient air quality standards are being met.

3. SCOPE OF WORK

The scope of work includes an independent analysis of information submitted by the project applicant, conducting literature searches and conducting engineering analyses of air pollution control technologies, conducting air quality dispersion modeling analyses, preparation of written testimony and presentation of oral testimony. The air quality staff is required to develop staff recommendations concerning issues, coordination of analyses with the local air pollution control district, incorporating the local district's conditions for certification in the staffs' analysis, and attend workshops, meetings, site visits and hearings. The staff works closely with the staff of the local air districts, Air Districts, the EPA and the ARB throughout the siting process.

NOISE

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of the noise impacts resulting from power plants and related facilities (e.g., transmission line construction and operation). The CEC staff analyzes the noise impacts on the environment and to worker health and safety. The CEC staff analyze available mitigation measures and evaluate the project's conformance with applicable noise elements of the city or county general plan(s) and compliance with applicable local, state and federal regulations, rules, standards, ordinances and/or criteria. The CEC staff is responsible for coordinating its analysis with the appropriate state and local agencies and ensuring the timely resolution of issues.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect environmental quality. CEQA also requires that all environmental impacts be fully addressed and that all feasible mitigation measures to substantially lessen significant impacts have been incorporated into the project.
- B. The Commission must find [PRC 25525] that the proposed site and related facility conform with local, regional, state and federal standards, ordinances or laws.

3. SCOPE OF WORK

The scope of work includes an independent analysis of information submitted by the project applicant, conducting literature searches and conducting engineering analyses of noise control technologies, conducting or reviewing ambient noise surveys, estimating projected noise levels to noise sensitive receptors, preparation of written testimony and presentation or oral testimony. The noise staff is required to develop recommendations concerning noise issues, coordinate staffs' analyses with the state and local agencies, and attend workshops, meetings, site visits and hearings. The staff works closely with the staff of the local agencies and the California Department of Occupational Safety and Health throughout the siting process.

CULTURAL RESOURCES

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of potential impacts to cultural resources due to proposed power plant and related facilities. Evaluation in the areas of paleontology, archaeology, history, and ethnography is necessary. The analysis requires an understanding of a proposed project and knowledge of the resources which may be affected, and consists of an independent analysis of the potential impacts of the project as well as recommendation of any appropriate measures to reduce potential impacts to the extent feasible, to insignificant levels if possible.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. CEQA (PRC 21002) states that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects. Appendix G (item j) of the CEQA Guidelines lists cultural resource effects that are typically considered.
- B. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect environmental quality.
- C. The Commission must find [PRC 25525] that the proposed site and related facilities conform with local, regional, state and federal standards, ordinances or laws.

3. SCOPE OF WORK

The scope of work includes independent analysis of information submitted by the applicant, literature searches and field observations to assess potential impacts and determine any appropriate mitigation, encouragement of active local, state and federal agency involvement, attendance at meetings, site visits, workshops and hearings, preparation of written testimony, and presentation of oral testimony.

SOCIOECONOMICS

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of socioeconomic impacts on all power plants and related facilities. Evaluation in the area of socioeconomics includes an analysis of project specific and cumulative effects on population, public services and economics. The analysis requires an understanding of the proposed project, how it will affect the existing environment, the significance of impacts, and recommendations for mitigation to offset expected impacts.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect environmental quality. CEQA also requires that all feasible measures to substantially lessen significant impacts have been incorporated into the project.
- B. The Commission must find [PRC 25525] that the proposed site and related facilities conform with local, regional, state and federal standards, ordinances or laws.

SCOPE OF WORK

The scope of work includes: an independent analysis of information submitted by the project proponent; conducting literature searches and completing field observations, coordinating with other agencies, preparation of written testimony; and presentation of oral testimony. A Socioeconomist is required to develop staff recommendations concerning issues, coordinate and encourage local and state agency involvement in our siting process, and attend meetings, site visits, workshops and hearings.

VISUAL RESOURCES (AESTHETICS)

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of visual resource impacts on all proposed power plants and related facilities. Familiarity with landscaping techniques and the ability to do visual simulations is desirable. The analysis requires an understanding of the proposed project and how it will affect the existing environment, the significance of impacts, and recommendations for mitigation to offset expected impacts.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect environmental quality. CEQA also requires that all feasible measures to substantially lessen significant impacts have been incorporated into the project.
- B. The Commission must find [PRC 25525] that the proposed site and related facilities conform with local, regional, state and federal standards, ordinances or laws. Approved projects should comply with applicable local, state and federal visual resources standards, plans and policies.

3. SCOPE OF WORK

The scope of work includes: an independent analysis of information submitted by the project proponent; conducting literature searches and completing field observations; preparation of written testimony, and presentation of oral testimony. A visual resources specialist is required to develop staff recommendations concerning issues, coordinate and encourage active local, state and federal agency involvement in our siting process, and attend meetings, site visits, workshops and hearings.

LAND USE

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of potential land use effects due to proposed power plants and related facilities. Evaluation of land use impacts focuses on two main aspects: plan conformance and compatible use. Plan conformance concerns the consistency of a proposed project with applicable local, state, regional, and federal land use plans, policies, and ordinances. Compatible use concerns potential direct and indirect conflicts of a proposed project with existing or planned land uses, such as residential, commercial (including airports and airstrips), industrial, recreational, and agricultural uses. The analysis requires an understanding of a proposed project, existing and planned land uses which may be affected and the relevant land use plans, and consists of an independent evaluation of the conformity and potential impacts of a proposed project, as well as recommendation of any appropriate measures to minimize potential nonconformities and reduce potential impacts to the extent feasible, to insignificant levels if possible.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. CEQA (PRC 21002) states that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects. Appendix G (items a, m, u, w, and y) of the CEQA Guidelines lists several land use effects that are typically considered significant.
- B. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, listed and operated in order to protect environmental quality.
- C. The Commission must find [PRC 25525] that the proposed site and related facilities conform with local, regional, state and federal standards, ordinances or laws.

3. SCOPE OF WORK

The scope of work includes an independent analysis of information submitted by the applicant; literature searches and field observations to assess potential impacts and determine any appropriate mitigation, encouragement of active local, state and federal agency involvement, attendance at meetings, site visits, workshops and hearings, preparation of written testimony, and presentation of oral testimony.

TRANSPORTATION

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of transportation impacts resulting from construction and operation of power plants and related facilities. The evaluation will address such areas of existing and anticipated road capacity, and design and safety standards. Evaluation of other forms of transportation, such as railroads, may also be necessary. The analysis requires an understanding of the proposed project, how it will affect

the existing environment, the significance of the impacts, and recommendations for mitigation to offset expected impacts.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Warren-Alquist Act [PRC 25523(a)] requires specific provisions relating to the manner in which the proposed facility is to be designed, sited and operated in order to protect environmental quality. CEQA also requires that all feasible measures to substantially lessen significant impacts have been incorporated into the project.
- B. Approved projects must comply with applicable state, federal, and local laws and regulations. As a lead agency for approving power plants and transmission lines, the CEC is obligated by state law and policy to minimize transportation impacts.

3. SCOPE OF WORK

The scope of work includes an independent analysis of information submitted by the project proponent, conducting field observations, coordinating with other agencies, preparation of written testimony and presentation of oral testimony. A transportation analysis is required to develop staff recommendations concerning issues, coordinate and encourage active agency involvement in our siting process, and attend meetings, site visits, workshops and hearings.

ELECTRICAL ENGINEERING

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of potential electrical engineering effects due to the proposed power plants and related facilities. This discipline analyzes electrical design requirements, safety¹ and conformance with applicable laws, ordinances, regulations, and standards (LORS); test procedures, design and manufacturing specifications.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the proposed electrical design criteria, construction and operation of the electrical system and related facilities comply with all applicable LORS.
- B. The Commission must find that the electrical systems and related facilities are properly sized and designed to serve the proposed function and comply with project performance objectives.
- C. The Commission must find that the electrical system and related facilities will comply with the safety and reliability goals of the project.

¹ Safety as used here means to guarantee safe operation under normal and upset conditions and personnel safety.

3. SCOPE OF WORK

- A. The scope of work includes a review of the design criteria and methodology used by the applicant and to perform independent analyses of the following: one-line diagram of major equipment; utility and generator contribution to upset conditions; ratings of major electrical components.
- B. The Contractor shall review the LORS compiled by the applicant for completeness and applicability, and identify additional LORS, if needed.
- C. The Contractor will develop a post-certification compliance monitoring program consisting of a set of requirements for compliance with applicable LORS and Commission Decision to be monitored. A verification procedure shall also be developed. The requirements and verifications may be developed using existing staff documents in conjunction with case specifics.

TRANSMISSION LINE SAFETY AND NUISANCE

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of potential transmission line safety and nuisance effects due to the proposed power plants and related facilities. This discipline analyzes the safety and nuisance aspects of proposed transmission lines, and conformance with applicable laws, ordinances, regulations and standards (LORS).

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the proposed transmission line system(s) complies with all applicable federal and state LORS, including CEQA requirements.
- B. The Commission must find that the proposed transmission line systems will comply with safety goals of the project.

3. SCOPE OF WORK

The Contractor shall review the methodology used by the applicant and perform independent analyses of the following: electric and magnetic fields; hazardous shocks; nuisance shocks; radio and audible noise; fire hazards; aviation hazards, including imaginary surface factors; and mitigation measures for the above. The Contractor shall review LORS for completeness and applicability as compiled by the applicant. The Contractor shall identify additional LORS as applicable. The Contractor shall also develop a post-certification compliance monitoring program consisting of a set of monitoring requirements for compliance with applicable LORS and the Commission Decision to be monitored. A verification procedure shall also be developed. The requirements and verifications may be developed using existing staff documents in conjunction with case specifics.

TRANSMISSION LINE ENGINEERING

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of potential transmission line engineering aspects of the proposed power plants and related facilities. This technical area addresses the adequacy of equipment and related transmission facilities which are required to deliver the electrical output of the proposed generating station reliably and economically to the utility power transmission grid.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the proposed transmission line system and related equipment design criteria comply with all applicable LORS.
- B. The Commission must find that the proposed transmission line system and related equipment will be properly sized and designed to serve the function proposed and comply with all project performance objectives.
- C. The Commission must find that the proposed transmission line system and related facilities will comply with the safety and reliability goals of the project.

3. SCOPE OF WORK

In addition to the activities common to all engineering disciplines that are required during the certification process, the Contractor shall perform the following analyses in order to make the findings identified above:

- A. Determination of adequacy of the conductor size (capacity) from the perspective of cost (material, labor and overhead) and the levelized present worth of the power losses over the life of the project;
- B. Out-of-the-plant transmission method regarding technical and economic feasibility or need for overhead or undergrounding all or part of the transmission line;
- C. Evaluation of alternatives of termination point, routing options, span lengths, number of towers, tower heights, construction in limited right-of-way and alternatives thereto; and
- D. Evaluation of cost and benefits and reliability implications of single versus double circuit options.

The Contractor will also develop a post-certification compliance monitoring program consisting of a set of requirements for compliance with applicable laws, standards and the Commission Decision to be monitored. A verification procedure shall also be developed. The requirements and verifications may be developed using existing staff documents in conjunction with case specifics.

TRANSMISSION SYSTEM EVALUATION

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of potential transmission system and the effects on the system due to the proposed power plants and related facilities. This technical area addresses the issue of the ability of the utility transmission network to interconnect the electrical output of proposed project in accordance with utility reliability or risk criteria. The issue also includes consideration of measures that can or should be taken to avoid the adverse impacts the proposed project would have on the transmission system if appropriate mitigation measures were not taken.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the proposed project, when connected to the utility transmission system, will comply with all existing LORS.
- B. The Commission must find that the potential impacts to reliability and performance of the utility transmission system will be mitigated by the proposed project consistent with project objectives.

3. SCOPE OF WORK

In addition to the activities required during the regulatory certification process, The Contractor shall perform the following analysis in order to make the findings identified above:

- A. Review and evaluate the information contained in the Interconnect and Power Sales Agreements;
- B. Analyze the power flows in the transmission system within the contiguous area of the proposed project and other lines in the system before and after interconnection of the project.
- C. Based on “B” above, identify all adverse impacts the project may have on the utility system.
- D. Identify and assess the adequacy of all mitigation measures taken, or to be taken;
- E. Recommend additional system upgrades or improvement if justified by cost/benefit analysis of further reduction in power losses and reliability improvements under normal and single outage conditions;
- F. Determine if common mode outage (structural or other failure of one line will cause failure of a parallel line within the same right-of-way) is likely and could it be reduced economically, or eliminated by design or relocation; and
- G. Develop a post-certification compliance monitoring program consisting of a set of requirements for compliance with applicable laws, standards and the Commission Decision

to be monitored, and means of verification of each requirement having been met either by inspection or periodic report to be submitted to the CEC by the applicant or the Chief Building Official (CBO).

RELIABILITY

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of reliability of the proposed power plants and related facilities. The area of power plant reliability is concerned with achieving project performance goals as measured by capacity and availability. The required analysis covers system and equipment design (redundancy) and maintainability, quality control, fuel and water availability, and an independent assessment of the applicant's proposed project ability to meet its stated operational and performance goals.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the project design and operation will conform to the objectives of PRC 25500 and Title 20 CCR, chapter 2, and 1741 (b)(2), 1742 (b), and 1752 (c)(2).
- B. The Commission must find that the proposed project will be designed, constructed and operated in compliance with the project's stated safety and reliability goals and objectives, and perform in conformance with stated mitigation of site risks from natural hazards.

3. SCOPE OF WORK

The area of power plant reliability requires an independent assessment of the proposed plant's ability to meet its expected level of performance, i.e., capacity and/or availability factors stated as objectives. The analysis includes selected equipment, components, redundancy schemes, projections of forced outage and restoration times, and planned maintenance downtime. An evaluation is required of the proposed quality control and assurance programs in the area of equipment procurement, installation, operation and maintenance over the service life. The probability of a plant outage occurring due to a seismic event (seismic risk) also must be determined. The projected delivered cost and availability of fuel (fuel supply reliability) and water (water supply availability) over the service life of the plant must be evaluated. Meeting the targeted reliability level may prove to require additional investment in plant equipment. These additions would be justified by a cost/benefit analysis.

The Contractor will develop a post-certification compliance monitoring program consisting of a set of requirements for compliance with applicable LORS and with the Commission Decision to be monitored and with means of verification of each requirement having been met either by inspection or by periodic report to be submitted to the CEC by the applicant or CBO.

SAFETY

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of potential impacts of the proposed power plants and related facilities on public and worker safety. The area of safety is concerned with identification and mitigation of risk to the worker and public that may result from the project. Such risk occurs from use of hazardous chemicals, fire, seismic events, and other natural and man-made hazards.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the proposed project will be designed, installed, constructed and operated in compliance with all existing LORS.
- B. The Commission must find that the proposed project, when constructed and operated, will assure the safety of workers, general public and provide for facility safety.
- C. The Commission must find that the proposed project, when constructed, will mitigate site seismic risk in conformance with reliability and safety goals and objectives of the project, LORS and CEQA.

3. SCOPE OF WORK

The area of power plant safety entails an assessment of the physical risk to workers and to the off-site public that may occur during the construction and operation of the power plant over its service life. The analysis required in the area of power and safety also include an independent evaluation of proposed risk mitigation measures and accident prevention programs that are required by law, codes, or industry standards.

The Contractor shall review for completeness and applicability of LORS compiled by the applicant and identify additional LORS deemed applicable to the project with the objective to reduce or mitigate hazards that may arise from the use of potentially toxic chemicals or fire, or structural and equipment failure from accident, flood, storm, seismic event, or operator error.

The Contractor shall identify and contact the state and local permitting and enforcement authorities such as County or City Building Officials, Fire Chiefs or Marshals, CAL/OSHA and CAL/DOSH and obtain their consent to perform the necessary evaluations, verifications, inspection, and enforcement functions.

The Contractor shall develop a post-certification compliance monitoring program consisting of a set of requirements for compliance with applicable LORS and the Commission Decision to be monitored and a means of verification of each requirement having been met either by inspection or periodic report to be submitted to the CEC by the applicant or the local agency Chief Building Official (CBO).

MECHANICAL ENGINEERING

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of mechanical design of the proposed power plants and related facilities. The area of mechanical engineering is concerned with the mechanical design criteria employed and conformance with applicable LORS.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the proposed mechanical design criteria will assure that all major (critical) mechanical components/systems will be designed, fabricated and installed in accordance with all applicable LORS.
- B. The Commission must find that the proposed mechanical systems and related facilities will be properly designed, fabricated and installed in accordance with all applicable LORS.
- C. The Commission must find that the proposed mechanical systems and related facilities will be properly specified to serve the function proposed to comply with project conformance objectives.
- D. The Commission must find that the mechanical systems and related facilities will comply with the safety and reliability goals of the project.

3. SCOPE OF WORK

The area of mechanical engineering requires an independent assessment of the adequacy of mechanical design criteria for all mechanical equipment. This analysis includes evaluation of criteria used to reduce the consequences of a seismic event.

The Contractor shall review for completeness and applicability of LORS codes and industry standards compiled by the applicant and identify additional LORS, codes, and standards deemed applicable to the project.

The Contractor shall identify and contact the state and local permitting and enforcement authorities such as County or City Building Officials (CBO), Fire Chiefs or Fire Marshals, CAL/OSHA and CAL/DOSH and obtain written consents to perform the necessary evaluations, verifications, inspections, and enforcement functions.

The Contractor shall identify develop a post-certification compliance monitoring program consisting of a set of requirements for compliance with applicable LORS and the Commission Decision to be monitored and means of verification of each requirement having been met either by inspection or periodic report to be submitted to the CEC by the applicant or the Local Agency Chief Building Official (CBO).

CIVIL ENGINEERING

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of civil engineering aspects of the proposed power plants and related facilities. The discipline of Civil Engineering is concerned with:

- A. the civil site work associated with site preparation complying with all applicable laws, ordinances, regulations, and standards (LORS);
- B. civil works proposed as environmental mitigation being properly sized and designed to fulfill its intended function;
- C. civil work associated with related facilities such as access roads, pipelines and transmission lines, complying with applicable LORS; and
- D. The evaluation of the engineering properties of site soils as related to the ability to support imposed foundation loads, to the design of earth structures, and to the mitigation of adverse soil conditions.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the proposed design criteria and construction methods for all facilities and for developing the site comply with all appropriate LORS;
- B. The Commission must find that the civil works proposed as mitigation will be properly sized and designed to serve the function and comply with all applicable LORS; and
- C. The Commission must find that the site development will be consistent with the safety and reliability goals of the project.

3. SCOPE OF WORK

Under guidance from the CEC, the Civil Engineer will prepare an independent assessment based on information contained in the AFC, additional information obtained during the discovery phase, and the individual's knowledge and experience. The assessment will be prepared as expert testimony and be in sufficient depth to ensure that:

- A. The civil engineering design criteria has been documented in enough detail to give reasonable assurance that the site can be developed and the related facilities can be designed and constructed in accordance with all applicable LORS;
- B. The civil works proposed as environmental mitigation are properly designed to fulfill their intended function; and
- C. Definitive requirements are established which will specify the post-certification review and approvals that are necessary to verify that the project has been designed and constructed in conformance with applicable LORS specified by the Commission Decision.

ENGINEERING GEOLOGY

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of engineering geology aspects of the proposed power plants and related facilities. The discipline of engineering geology is concerned with:

- A. the identification of site geologic conditions such as earthquakes, landslides, and weak or unstable ground;
- B. the effective mitigation of geologic hazards; and
- C. the identification of any adverse impacts the project may cause on the geologic environment.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the proposed site development can comply with all applicable LORS.
- B. The Commission must find that the safety and reliability objectives of the proposed project and related facilities can be achieved by effective mitigation of geologic hazards.
- C. The Commission must find that the environment will be protected against project induced damage in compliance with CEQA.

3. SCOPE OF WORK

Under guidance of the CEC, the Engineering Geologist will prepare an independent assessment based on information contained in the application, additional information obtained during the discovery phase, and the individual's knowledge and experience.

This assessment will be prepared and presented as expert testimony and be in sufficient depth to ensure that:

- A. The seismic, other natural hazards, and man-made hazards are properly identified and evaluated including the degree to which such hazards could cause secondary hazards such as structural collapse, spilled toxic or hazardous materials;
- B. The safety and reliability objectives of the proposed facilities can be achieved by effective mitigation of geologic hazards;
- C. The environment will not be unreasonably damaged by project-induced land failures, e.g., landslides, uncontrolled erosion, settlement, and subsidence; and
- D. Definitive requirements are established which specifies post-certification inspections, reviews, and approvals to verify that the project earthwork has been designed and

constructed in conformance with applicable LORS by the application and the Commission Decision.

POWER PLANT EFFICIENCY

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of the efficiency of the proposed power plant. This engineering discipline addresses primarily the issue of efficient utilization of fuels, from the perspective of energy resources conservation and implications on associated environmental impacts, reasonableness of plant auxiliary loads, and (where applicable) comparisons of alternative generating technologies and conformance with applicable LORS.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must find that the project size conforms to the 12-year demand forecast and applicable requirements of the PRC 25500, 25523(d), 25402(d), and Title 20 CCR 1752 (b) and (k).
- B. The Commission must find that the system performance and efficiency of the proposed project will minimize adverse the environment in conformance with CEQA, PRC 25500 and project objectives.
- C. The Commission must find that, for cogeneration projects, the proposed project operation and efficiency will comply with PRC 25134 and Title 18 CFR, Section 292.205.

3. SCOPE OF WORK

For all power plants, the Contractor will review commercial availability of other more efficient power generating and auxiliary equipment and determine if the proposed level of efficiency is reasonable, or if improvements in efficiency can or should be made based on economic (cost/benefit) considerations.

When appropriate, the Contractor will perform cursory comparative evaluation of plant efficiencies by taking into account:

- Desired fuel throughout vs PURPA limits that may apply to waste-to-energy conversion plants.
- Economic, reliability, safety and environmental factors using different fuels such as biomass, mass burning refuse, refuse derived fuels, coal, petroleum coke, and related alternative generating technologies such as direct-fired boilers vs fluidized bed, rotary kilns and others that may apply.

The Contractor will also develop a post-certification compliance monitoring program consisting of requirements for compliance with applicable LORS and the Commission Decision, and means of verification by inspection or periodic reports to be filed by the applicant with the CEC that each requirement has been met.

For a cogeneration system, the Contractor will:

- Perform independent chemical, thermodynamic, heat transfer, energy and material balance analyses;
- Evaluate the availability of sufficient heat input to the boiler(s) system required to generate the applicant's stated quantity of useful thermal and electric power output on an annual average basis. Determine the Operating and Efficiency Standards as defined in the applicable laws.

If the proposed cogeneration facility is not a thermally matched system, i.e., some of the produced steam is proposed to be used for additional (excess) production of electricity by use of steam turbines, perform the following:

- From commercially available equipment, select and identify that which has the most closely matched capability to meet the requirements of the thermal load without use of a steam turbine (if a combined cycle plant).
- Perform a screening level economic analysis of the thermally matched alternative(s) to the proposed system.
- Compare the preferred/selected alternative with the proposed facility from the perspective of need of capacity and energy, energy resources conservation (fuel consumption), plant efficiency economics and relative reliability, and any other advantage or disadvantage.

ALTERNATIVES

1. DESCRIPTION

The Energy Commission staff is required to complete an independent analysis of potential alternatives to the proposed power plants and related facilities. Commission siting regulations require AFCs and SPPEs to have a project alternatives discussion. The discussion should include proposed alternatives to the power plant, including the alternative of no power plant, and any mitigation measures proposed to reduce environmental impacts of the alternatives.

2. FINDINGS REQUIRED BY LAW OR REGULATION

- A. The Commission must determine if there is a preferred alternative and explain why other alternatives were rejected.
- B. If the environmentally superior alternative is the "no project" alternative, the Commission must identify the environmentally superior alternative among the other alternatives and discuss additional significant effects that would be caused by the alternative projects.

3. SCOPE OF WORK

The Contractor shall describe a range of reasonable alternatives to the project, or to the location of the project, which could feasibly attain the basic objectives of the project, and evaluate the comparative merits of the alternatives.

EXHIBIT D
CALIFORNIA ENERGY COMMISSION
FY 02/03 AND FUTURE SITING CASES

The following power plant projects are predicted to be reviewed by the Commission during the term of this contract. Additional projects are likely to be reviewed by the Contractor. The contractor and the subcontractors will not be allowed to serve as a consultant to the Commission on a project and concurrently serve as a project proponent or consultant to an applicant seeking certification of that same power plant.

	Projects in Review Over 300 MW	Applicant	Capacity (MW)	Capital Cost	Location	Filing Date 1/
1	El Segundo Repower (00-AFC-14)	EL Segundo Power II LLC	630	350-400	Los Angeles Co.	12/21/00
2	Potrero (00-AFC-4)	Mirant Corporation	540	260-320	San Francisco	5/31/00
3	Golden Gate - El Paso (01-AFC-3)	United Golden Gate Power Company, LLC	570	300	San Mateo Co.	3/19/01
4	Morro Bay (00-AFC-12)	Duke Energy Morro Bay LLC	1,200	650	San Luis Obispo	10/23/00
5	East Altamont - Calpine (01-AFC-4)	East Altamont Energy Center, LLC	1,100	400-500	Alameda Co.	3/29/01
6	Inland Empire - Calpine (01-AFC-17)	Inland Empire Energy Center, LLC	670	325-400	Riverside Co.	8/17/01
7	SMUD Phase 1 (01-AFC-19)	Sacramento Municipal Utility District	500	450-500	Sacramento Co.	9/13/01
8	Avenal (01-AFC-20)	Duke Energy Avenal, LLC	600	325	Kings Co.	10/9/01
9	Tesla (01-AFC-21)	Midway Power LLC	1,120	600-700	Alameda Co.	10/12/01
10	San Joaquin Val Energy Cntr (01-AFC-22)	San Joaquin Valley Energy Center LLC	1,087	550	Fresno Co.	10/31/01
11	Palomar Escondido (01-AFC-24)	Palomar Energy, LLC	546	500	San Diego Co.	11/28/01
12	Blythe II (02-AFC-1)	Caithness Blythe II LLC & FLP	520	350-355	Riverside Co.	2/19/02
13	Magnolia (01-AFC-6)	SoCal Power Authority	328	200-250	Los Angeles Co.	5/14/01
	Projects in Review Under 300 MW					
14	Los Banos Peaker (01-AFC-23)	Cummins West Inc	80	36	Merced Co.	11/20/01
15	City of Vernon (01-AFC-25)	City of Vernon	134	100-110	Los Angeles Co.	12/20/01
16	Salton Sea Geothermal (02-AFC-2)	CE Obsidian Energy	185	460	Imperial Co.	7/29/02
17	Pico Power (02-AFC-3)	City of Santa Clara, Silicon Valley Power	147	155-165	Santa Clara Co.	10/7/02
18	Walnut Energy Center (02-AFC-4)	Turlock Irrigation District	250	120-220	Stanislaus Co	11/19/02
	Projects Announced					
19	BP Arco Watson 2/		96	Unknown	Los Angeles Co.	unknown
20	Los Esteros 2/	Calpine Corporation	70	Unknown	Santa Clara Co.	2/03
21	Kern Co. Restart 2/	North America Power Group	160	Unknown	Kern Co.	unknown
22	SF Intl Airport - CPA 2/		57	Unknown	San Mateo Co.	unknown
23	Modesto Irrig. District - MID 2/	Modesto Irrigation District	80	Unknown	Stanislaus Co	4/03
24	National Power 2/		500	Unknown	Modoc Co.	8/03
	Projects Planned					
25	Combined Cycle 3/		500	Unknown	San Diego Co.	unknown
26	Combined Cycle 3/		500	Unknown	San Diego Co.	unknown
27	Combined Cycle 3/		800	Unknown	Sonoma Co.	unknown
28	Combined Cycle 3/		1,100	Unknown	Solano Co.	unknown
29	Combined Cycle 3/		520	Unknown	Bay Area	unknown
30	Combined Cycle 3/		1000	Unknown	Los Angeles Co.	unknown
31	Combined Cycle 3/		1367	Unknown	Merced	unknown
32	Combined Cycle 3/		0	Unknown	Bay Area	unknown

Notes: 1/ Staff's expected filing date. 2/ Project has been publicly announced. 3/ Project is not publicly disclosed; working with potential applicant. 12/30/02

ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

CONTRACTOR STATUS FORM

Contractor's Name _____

County _____

Address _____

Federal Employer ID

Phone

FAX

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual (Sole Propr) ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐ Other

INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION

If a corporation, place and date of _____

Date corporation was authorized by Sect. of _____

President: _____ Vice President: _____

Secretary _____ Treasurer: _____

Agent for service of process and address if different from above:

LIMITED LIABILITY COMPANY

If a Limited Liability Company:

Date LLC was authorized by the Secretary of State _____

Name(s) of manager(s) _____

Agent for services of process and address

OTHER

Explain:

NOTE: This form must be completed or your proposal may be rejected.

ATTACHMENT 2.1

DVBE CERTIFICATION INSTRUCTIONS, AND F.A.Q.'S

Please Read These Instructions Carefully

Public Contract Code Section 10115 et seq. Establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements are included for this RFQ. This solicitation attachment provides program information and bidder responsibilities for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award. Failure to submit a complete response may result in a non-responsive determination, in which case the Statement of Qualifications will be rejected.

For SOQ response assistance, please contact the contracting official below:

Sandra Barnett
California Energy Commission
1516 9th Street, MS-18
Sacramento, CA 95814
(916) 654-5186
(916) 654-4423 (fax)
sbarnett@energy.state.ca.us

The Office of Small Business and DVBE Certification (OSDC) offers program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Certification
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Homepage: <http://www.dgs.ca.gov/osbcr>
Receptionist: (916) 375-4940 or (800) 559-5529
24-Hour Recording and Mail Request, call (916) 322-5060
Fax: (916) 375-4050

DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

Before you begin to prepare your proposal response, you will need to determine which option you will use and document to meet DVBE Participation Program requirements.

See pages ____ of this RFQ for information on the correct forms to fill out for DVBE compliance, or instructions for making a Good Faith Effort.

The OSCD address and phone for Small Business Preference and DVBE information is:

Department Of General Services
Office of Small Business and DVBE Certification

Small Business Certification

In order to receive Small Business Preference, Bidder must either be certified by the State Department of General Services, Office of Small Business and DVBE Certification (OSDC) as a small business, or be self-certified pursuant to the Federal Government.

DVBE Certification

- o Each DVBE firm listed on Attachment 2.3 must be formally certified as a DVBE by OSDC. The DVBE program is not a self-certification program. DVBE certification must be approved by OSDC by the notice of award date of the contract to be counted in meeting participation goals.
- o A copy of the certification letter approved by, or a copy of the certification form submitted to OSDC must be included in the proposal package.

To qualify as a DVBE, the DVBE must:

- 1) Be a California resident;
- 2) Own 51% of the firm and meet the requirements: in 3) and 4) below.
- 3) Provide to the OSDC, by no later than 5:00 p.m. on the date on which the proposal is due, an Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within 6 months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE, and
- 4) Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military code.

The Internet addresses are:

OSDC Homepage: <http://www.pd.dgs.ca.gov/DVBE>

This internet site provides general information about the DVBE program and certification process.

DVBE list: <http://www.pd.dgs.ca.gov/resource.pdf>

OSDC maintains a list of certified DVBEs. The list is separated into three main subject areas: Commodities, Construction, and Services. Within each subject area, there are more specific areas of expertise. The Energy Commission does not have separate DVBE lists.

ANSWERS TO FREQUENTLY ASKED QUESTIONS

The following questions are among the most frequently asked regarding DVBE requirements:

Q: If I am awarded the contract, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my proposal?

A: Yes, unless you have requested and received substitution approval from the Commission. Written requests should include:

- The person's or firm's NAME to be substituted,
- The substitution reason,
- The reason a non-DVBE subcontractor is proposed, if applicable,
- Describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity, and
- The certification status of the firm, if any.

See California Code of Regulations Section 1896.64 © & (d) for substitution criteria.

The request and the Commission's approval or disapproval is not construed as an excuse for noncompliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

Q: Who notifies the subcontractor when an award is made?

A: Upon award to a prime contractor, the Commission notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

Q: What happens to proposals considered non-responsive to the DVBE Participation Program requirements?

A: Non-responsive proposals are rejected. Many are rejected because of:

- Incomplete documentation
- Documentation not received by bid due date
- Mathematical error related to the percentages
- Basing goal attainment on workforce composition

Q: If I am a disabled veteran business enterprise, can I meet the 3% contract goal as a single company?

A: Yes

Q: If my submitted proposal meets the contract goal and the Commission decides to make multiple awards to the contract, could my proposal be considered non-responsive?

A: No, the Commission's decision to make multiple awards will not jeopardize proposal compliance.

ATTACHMENT 2.2

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

**PRIME BIDDER'S CERTIFICATION OF
DISABLED VETERAN-OWNED BUSINESS PARTICIPATION**

See Instructions on Reverse

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in Section 1896.62(d) of Title 2, California Code of Regulations hereof.

In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State, and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

COMPANY NAME/BIDDER (Please type or print)	RFP #
BIDDER'S SIGNATURE	DATE SIGNED
PRINTED NAME OF PERSON SIGNING	TITLE OF PERSON SIGNING (Business Owner/Chief Executive Officer)

NOTE: *If DVBE participation is proposed, this form must be completed and signed by the bidder or the proposal will be rejected.*

Bidder's Certification of DVBE Participation - Attachment 2.2

If the bidder is proposing to meet the DBVE participation goal, the bidder must sign a certification that each firm listed on Attachment 2.3 meets the legal definition of DVBE and the bidder is aware of the penalties for fraud.

- o Company Name - legal company name of prime bidder.
- o Bidder's Signature - person authorized (CEO) to sign.
- o Printed Name - printed name of person who signed.
- o Title - title of person signing - Business Owner, Chief Executive Officer, Manager.

Only the company (bidder) submitting the proposal must sign this certification.

ATTACHMENT 2.3
RFQ #700-02-701

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

LIST OF DISABLED VETERAN OWNED BUSINESS PARTICIPATION

(1) Company Name	(2) Nature of Work	(3) Contracting With	(4) TIER	(5) Claimed 2) DVBE Value %	(6) Certification Letter from OSMB Attached
TOTAL				%	

NOTE: *If proposing participation goals, this form must be completed or your proposal will be rejected. See instructions on reverse of this form of the RFP.*

ATTACHMENT 2.3
RFQ #700-02-701

DVBE Participation List – Attachment 2.3

If the participation goals are partially or fully met, Attachment 2.3 must be completed detailing the type of work, the companies (subcontractors and vendors) proposed for DVBE participation, and all other related information.

Col. 1 - DVBE company name - each DVBE company must be certified by or have submitted Attachment 4 (application for DVBE certification) to OSBCR by the proposal due date.

Col. 2 - Nature of Work - Type of Expertise, Technology, Service, Supplier, etc.

Col. 3 - Contracting with - Company name that the DVBE company is contracting with. For example, the bidder may be contracting with a company (XYZ, Inc.) who deals with a DVBE. Then XYZ, Inc. would be entered in Column 3.

Col. 4 - Tier - Contracting tier according to the following:

- 0 = Bidder;
- 1 = Primary subcontractor/supplier;
- 2 = Subcontractor/supplier of Level 1 subcontractor/ supplier;
- 3 = Subcontractor/supplier of Level 2 subcontractor/ supplier.

Col. 5 - Claimed DVBE, % value.

Percent of contract dollars committed to the DVBE listed. This percentage is the amount that will be paid to each DVBE company/vendor from the contract funds.

NOTE: This percentage is not the ownership of the company.

Col. 6 - Certification Letter attached.

This column is a checkpoint for you to ensure that all of the DVBE certification letters are in your proposal. If a certification letter is omitted, that DVBE company cannot be counted towards meeting the goals.

DVBE certification approval letter or a copy of the DVBE Application must be included in the proposal. DVBEs must be certified by the time of contract award in order to count in the participation goals.

You must clearly identify in the Work Statement, Tasks & Budget what services will be provided and the costs related to each DVBE.

ATTACHMENT 2.4

RFQ #700-02-701

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

DOCUMENTATION OF GOOD FAITH EFFORTS

Section 1. ORGANIZATION CONTACTS

List below the contacts made in an effort to identify potential DVBEs for participation in this contract. Include dates, times (if known), contact names and phone numbers.

Agency	Name	Phone	Date/Time
A. CA Energy Commission		(916) 654-4392	
B. Other State Agencies			
C. DVBE Organizations			

Section 2. ADVERTISING

List the trade papers and DVBE focused papers in which you advertised for participation in this contract. Include the dates of advertisement.

Trade	Ad Date	Publication Name	Copy Attached

NOTE: *If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are the minimum requirements, therefore failure to fully complete each section of this form will result in rejection of the proposal as nonresponsive.*

Attachment 2.4 (Continued)

Section 3. DVBEs CONSIDERED

- A. Attach Solicitation Sample or Phone Conversation.
- B. List DVBES that you contacted for participation in this contract along with the dates you sent the solicitations or called them.
- C. List DVBES that you considered for participation in this contract and state the reasons the DVBES were not selected.

[illegible]

NOTE: *If your proposal does not meet the 3% disabled veteran participation goal, this form must be completed to meet "Good Faith Efforts." These are to fully complete each section of this form will result in rejection of the proposal as nonresponsive.*

ATTACHMENT 2.4 (CONTINUED)
INSTRUCTIONS FOR ATTACHMENT 2.4
DOCUMENTATION OF GOOD FAITH EFFORTS

If a bidder's proposal does not meet the participation goals, then the bidder must document its "good faith effort" to meet the participation goals. The minimum requirements for meeting good faith documentation under the law are CONTAINED in Attachment 2.4, therefore each item in Attachment 2.4 must be accomplished and documented. (Public Contract Code Part 10115.2) **IF THE PROPOSAL DOES NOT MEET THE 3% DVBE PARTICIPATION THEN, FAILURE TO PERFORM, COMPLETE AND SUBMIT ATTACHMENT 2.4 WILL BE CAUSE FOR REJECTION OF THE FINAL PROPOSAL AS NONRESPONSIVE TO THE GOOD FAITH EFFORTS REQUIREMENT.**

Information is available at:

DGS-DVBE Resources Packet – www.pd.dgs.ca.gov/resource.pdf – 916-375-4940, or 800-559-5529
California Energy Commission DVBE handbook – 916-654-4392

Part 1 - **ORGANIZATION CONTACTS**

List each contact by date, time, name, and phone number. Each bidder is required at a minimum to undertake steps A, B, C, and D, and to document all efforts under each step. [Public Contract Code Part 10115.2 (b)]. *The purpose of making each of these contacts is to obtain the resources/contact groups who can refer you to or provide you with lists of DVBEs.*

The DVBE list available from DGS consists of commodities and services (including consultant services).

Part 2 - **ADVERTISING**

Advertising is required as part of the good faith effort documentation.

- o Advertising must be made in at least two publications: one trade (e.g., work being performed in the project and reimbursed by the Commission) and one DVBE focused.
- o Both advertisements must appear ~~not~~ less than 14 calendar days prior to bid proposal submittal date, to allow reasonable time for consideration of DVBEs.
- o The advertisements for DVBE (including names of publications, dates of advertisement and copies of advertisements) must be documented in the bidder's proposal.

NOTE: *General circulation newspapers such as the Los Angeles Times or the Sacramento Bee are not acceptable, since neither one qualifies as a trade or focus publication.*

Part 3 - **DVBE'S RESPONDING AND CONSIDERED**

List and identify each DVBE that was contacted and state the reason why they were not selected. DVBE businesses considered must have appropriate qualifications for the work to be performed in the project.

DVBE participation is not limited to any specific portion of the project work. Participation may be from technical firms, but it may also come from nontechnical firms that are part of your daily business operations such as travel agencies, stationary supplies, delivery companies, etc.

NOTE: *The bidder must make actual contact with DVBEs. Services provided by DBVEs must be a reimbursable item under the project.*

CCC-103

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

Attachment 4
RFQ #700-02-701
CUSTOMER REFERENCES

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
CONTRACTS OFFICE

CUSTOMER REFERENCES

ATTACHMENT 4

Provide a minimum of 4 references, use additional pages as needed.

Reference #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

700-02-XXX

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
State Energy Resources Conservation and Development Commission (Commission)
CONTRACTOR'S NAME
XXX
2. The term of this Agreement is: XXX
3. The maximum amount \$
of this Agreement is: XXX
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work Page(s)

Exhibit B – Budget Detail and Payment Page(s)

* Exhibit C – General Terms and Conditions CCC 103 1-03-03
(Number) (Dated)

Exhibit D – Special Terms and Conditions Page(s)

Exhibit E – Additional Provisions Page(s)

Exhibit F – Contact Persons Page(s)

*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

**CALIFORNIA
Department of General
Services**
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

State Energy Resources Conservation and Development Commission (Commission)

BY (Authorized Signature)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Raedel, Contracts Office Manager

ADDRESS

1516 9th Street, Sacramento, CA 95814

☐ Exempt per _____

EXHIBIT A
Scope of Work

PURPOSE

EXHIBIT B

Budget Detail and Payment Provision

1. **INVOICING PROCEDURES:** For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to:

California Energy Commission
Accounting Office, MS-2
1516 9th Street, First Floor
Sacramento, California 95814

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to nonrepresented state employees. Contractor may obtain current rates from the Commission Contract Officer. Travel expenses in excess of the state rates cannot be reimbursed.
4. **RETENTION:** The State shall retain from each invoice an amount equal to 10% of that invoice. The retained amount shall be held by the Commission and released to Contractor only upon the Commission's approval that the Contractor has satisfactorily completed all of the required services and the Final Report (if required) has been received and accepted.

If a contract consists of the performance of separate and distinct tasks, then any funds withheld for a particular task may be paid upon completion of that task.

Contractor shall invoice the State for retention withheld by the Commission.

5. **PAYMENT TERMS:**

- ☐ *Monthly Flat Rate* ☐ *Quarterly Flat Rate* ☐ *One –Time Payment*
☐ *Itemized Monthly or Quarterly Invoice*
☐ *Advance Payment Not to Exceed \$_____ or _____% of Contract Amount*
☐ *Reimbursement/Revenue*
☐ *Other(Explain)(i.elumpsum/deliverable)*

6. **CONDITIONS:**

- A. No payment shall be made in advance of services rendered.
- B. A request for payment must include an invoice with cost backup, such as, travel receipts (where appropriate) receipts for equipment or supplies, copies of subcontractor's invoice, deliverables as required by the Agreement, and written progress reports.
- C. Invoices shall identify charges by tasks, personnel, labor rates and hours, and expenses authorized by either this Agreement or subsequent Work Authorizations.
- D. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. Contractor will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the State disputes the submitted invoice.
- E. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- F. Final invoice must be received by the Commission no later than 60 calendar days after the Agreement termination date.
- G. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.
- H. The cost of meetings requested specifically by the Prime Contractor will be borne solely by the Prime Contractor.

7. **BUDGET DETAIL**

XXX

EXHIBIT C
General Terms and Conditions

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.dgs.ca.gov/contracts choose **Standard Language for use in Standard Agreements or if this Agreement is with another State agency, choose Interagency Agreement.** The exact terms to be used will be those appearing on the website the date the Agreement is signed by Contractor.

EXHIBIT D

Special Terms and Conditions

1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Manager but the Commission reserves the right to approve any substitution of the Project Manager.
- B. The Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Commission personnel for the performance of services, which are the responsibility of Contractor unless the Commission Contract Manager previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Commission employees while performing, coordinating or monitoring functions.

2. **STANDARD OF PERFORMANCE:**

Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Commission Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply: Nothing contained in this section is intended to limit any of the rights or remedies which the Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Commission Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Commission.
- B. The Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Commission directs the Contractor not to reperform a task; the Commission Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Commission's right to reimbursement.

3. **SUBCONTRACTS:** Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- B. Contractor shall be responsible for establishing and maintaining contractual agreements with, and the reimbursement of each of, the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Commission staff, and submitting completed products to the Commission Contract Manager.
- C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Commission Contract Manager; and the confidentiality provisions in the Reports paragraph of this Agreement.
- D. Additions, Removal or Substitutions of Subcontractors

The Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Commission or Contractor requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected using 1). A competitive bid process conducted in conformance with the State's and the Commission's procedures for competitive bids. For example, awards shall be made to the lowest bidder meeting the requirements of the bid document and obtaining a minimum of three bids. Contractor's competitive bid process shall be approved by the Commission Contract Manager and Contract Officer prior to release of the bid document. 2). The Commission may direct Contractor to sole source a subcontract with a specific firm, once the Commission Contract Manager has obtained sole source approval via Commission internal procedures. The Commission Contract Manager shall provide justification for the sole source subcontract to the Contracts Officer using the "Subcontractor Add" memo described below.

- 2) The Commission Contract manager shall complete and submit to the Commission Contract Officer a "Subcontractor Add" memo. This memo identifies the new subcontractor and what bidding method was used to obtain subcontractors (competitive or sole source).
- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Commission for its approval prior to Contractor entering into it. Upon the termination of any subcontract, the Commission Contract Manager shall be notified immediately.

4. **PERFORMANCE EVALUATION:**

The Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Commission shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to prepare and send statements to the Commission and the DGS defending his or her performance. The Contractor's statement shall be filed with the evaluation in the Commission's Contract file and with DGS for a period of 36 months and shall not be a public record.

5. **REPORTS:**

A. **Progress and Final Reports:** Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A. At the conclusion of this Agreement, Contractor shall prepare a comprehensive Final Report, on a schedule as provided in Exhibit A.

B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:

California Energy Commission
Project Title
Contractor Number
By (Contractor)

C. **Ownership:** Each report shall become the property of the Commission.

D. **Non-disclosure :** Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Commission Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or at public hearings held by the Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Commission or any other party, based on information received from the Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.

- E. **Confidentiality:** No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Commission Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Commission Contract Manager or Contract Officer. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- F. **Disclosure :** Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

"LEGAL NOTICE"

"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights."

6. **CONTRACT DATA, OWNERSHIP RIGHTS:**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Commission and shall belong to the Commission.
- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.

- D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Commission of any contemplated action and the Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Commission so elects, the expense of further preserving data shall be paid for by the Commission. Contractor agrees that the Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

7. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART:**

The Contractor; by signing this Contract, expressly grants to the Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Contract, expressly conveys to the Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

Contractor shall obtain these same rights for the Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Commission from the subcontractor.

8. **PUBLIC HEARINGS:** If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The

Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Commission requests.

9. **DISPUTES:** In the event of a Contract dispute or grievance between Contractor and the Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Commission Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Commission Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Commission Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Commission of the decision at a Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on a Commission Business Meeting Agenda.

B. Binding Arbitration

Should the Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later six (6) months after the date of the contract's termination, despite when the

dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be borne by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

10. **TERMINATION:**

The parties agree that because the Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Commission under the terms set forth below is an essential term of the Agreement, without which the Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Commission, the Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Commission.

This Agreement may be terminated for any reason set forth below.

A. **With Cause**

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or

- 3) It is determined after notice and hearing by the Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Commission policy such that the work or product being funded would not be supported by the Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

11. **WAIVER:**

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Commission to enforce at any time any of the provisions of this Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Commission to thereafter enforce each and every such provision.

12. **CAPTIONS:**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

13. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

14. **NOTICE:**

Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Delivery by fax or e-mail is not considered notice for the purpose of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

15. **STOP WORK:**

The Commission Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

- A. Compliance Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.
- C. Revoking a Stop Work Order Contractor shall resume the stopped work only upon receipt of written instructions from the Commission Contract Officer canceling the stop work order.

16. **INTERPRETATION OF TERMS:** Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A, Scope of Work and Exhibit D, Special Terms and Conditions.

EXHIBIT E
Additional Provisions

1. **CONFIDENTIALITY:**

A. Designation of Confidentiality

The Contractor has not identified any confidential items to be delivered under this Agreement.

OR

The Commission agrees to keep confidential the items listed in Exhibit E, Attachment 1.

AND

The Executive Director makes the determination regarding a designation of confidentiality pursuant to 20 CCR 2505. In the event there is a disagreement regarding the confidential designation, Contractor may appeal the Executive Director's determination to the full Commission.

B. Public and Confidential Deliverables: Identifying and Submitting Confidential Information

All public deliverables including, but not limited to, progress reports, task deliverables and the Final Report shall not contain confidential information unless the confidential information is specifically identified in Exhibit E, Attachment 1 or has been designated as confidential pursuant to 20 CCR 2505. In such event, the Contractor shall prepare the deliverable in two separate volumes, one for public distribution and one to be maintained in the Commission's confidential records located in the Contract's Office. All confidential information submitted by the Contractor shall be marked "Confidential" on each page of the document containing the confidential information and presented in a sealed package to the Commission Contract Officer. (Non-confidential deliverables are submitted to the Contract Manager.) All confidential information will be contained in the "confidential" volume, no confidential information will be in the "public" volume. Only those items specifically listed in Exhibit E, Attachment 1 or in a subsequent determination of confidentiality pursuant to 20 CCR 2505 qualify as confidential deliverables.

C. Future Confidential Information

The Contractor and the Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information not originally anticipated as deliverables that the Contractor considers to be protectable as confidential information. In this case, Contractor shall follow the procedures for designation of confidential information in 20 CCR 2505 including: an application for confidentiality in subdivision (a)(1-4); the automatic designation of confidentiality in subdivision (a)(5); or information submitted under a contract in subdivision (c)(2)(B). The Commission Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to this Agreement.

D. Disclosure of Confidential Information

Disclosure of confidential information by the Commission may be made only pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.

2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal, Invitation for Bid or Request for Qualifications number _____, titled _____, Contractor's proposal dated _____ and this Agreement. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.
3. **WORK AUTHORIZATION PROCESS:** The Commission Contract Manager shall prepare a Work Authorization.(WA) directing the work the Contractor provides. All WA shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Commission's Contract Manager before beginning work. The Commission Contract Manager shall file all signed WA with the Commission Contracts Office. Each WA shall detail the following:
1. Detailed scope of work and what task the WA falls within related to this Agreement, objective or goals, the technology area and identification of the Contract/subcontractor team.
 2. All significant materials to be developed or services delivered. Identification of any materials to be furnished by the Commission to the Contractor. The due dates for materials or services performed under the WA. The time period for entire WA. Estimated budget including person hours, hourly rates, travel expenses, and total cost of the WA.
- A. The Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Commission Contract Manager shall provide in writing to the Contractor's Project Manager notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.
- B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:
- If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Commission Contract Manager. Upon such notification, the Commission Contract Manager may:
- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
 - 2) Augment the dollar amount of the WA via an amendment; or
 - 3) Authorize the Contractor to complete the work for the actual costs; or
 - 4) Terminate the WA.
- C. Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent contract, other than as provided pursuant to this Agreement, nor in any way amends or supersedes any of the other provisions of this Agreement.

4. CONFLICT OF INTEREST:

- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall report its findings in its progress report.
- B. Contractor shall submit a completed Fair Political Practices Commission Form 700, "Statement of Economic Interests" for each consultant as directed by the Commission's Contract Manager, in consultation with the Commission's Chief Counsel's Office to file a statement.
- C. To avoid any conflict of interest, the Contractor and its Subcontractors shall not work for any developer who has submitted or is expected to submit any information in preparation for obtaining a power plant license from the Commission for the duration of this Contract. The Commission Contract Manager and Commission Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The Commission reserves the right to redirect work and funding on a project if the Commission determines that there is a potential conflict of interest.
- D. During the term of the contract, the Contractor will not be requested or allowed to review an application involving a project on which the Contractor had previously worked. During the term of the contract, the Contractor will also not be requested or allowed to review an application from a developer for whom the Contractor has worked within the twelve months prior to the start of review.

This paragraph is used to determine which projects the Contractor will be assigned to work on. This paragraph ensures that the Contractor will not be allowed to review its own previous work.

EXHIBIT F
Names and Addresses of Agreement Representatives

<p>Commission Contract Manager:</p> <p style="text-align: right;">, MS-</p> <p>California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone Fax # e-mail: <u> @energy.state.ca.us</u></p>	<p>Contractor Project Manager:</p> <p>(Name) (Contractor Name) Address</p> <p>Phone: Fax: e-mail</p>
<p>Commission Contract Officer:</p> <p style="text-align: right;">, MS-18</p> <p>California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone:(916) 654- Fax:(916) 654-4423 e-mail: <u> @energy.state.ca.us</u></p> <p>Deliver confidential deliverables to this location only.</p>	<p>Contractor Contract Officer:</p> <p>(Name) (Contractor Name) Address</p> <p>Phone: Fax: e-mail</p>
<p>Invoices, Progress Reports and Non-Confidential Deliverables to:</p> <p>Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: Fax: e-mail: <u>----@energy.state.ca.us</u></p>	
<p>Legal Notices:</p> <p>Cheryl Raedel, MS-18 Manager, Contracts Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4392 Fax: 916-654-4423 e-mail: <u>craedel@energy.state.ca.us</u></p>	<p>(contractor legal person)</p>
	<p>Contractor's Key Personnel:</p> <p>(Individual's Names listed)</p>
	<p>Key Subcontractors:</p> <p>(Company Names listed. Include names of individuals if they are key.)</p>